

***CLINICAL AFFILIATION AGREEMENT
SIMMONS COLLEGE NURSING PROGRAMS***

This Agreement is entered into as of **September 21, 2017** (the "Effective Date") by and between **Simmons College** (the "School") and **Yadkin County Health Department** (the "Agency"), collectively (the "Parties"). Now therefore, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Scope of Agreement

The School desires to provide its students enrolled in the nursing program (the "Interns") with educational experience at the Agency, including clinical and individualized activities. The Agency desires to provide clinical and educational experience to the Interns based upon the terms and conditions of this Agreement. The Parties have entered into this Agreement to memorialize the terms by which the School and the Agency will conduct a program of supervised clinical education for the Interns at the Agency (the "Program").

II. The Program

1. **Program Description**. Prior to the beginning of each semester in which Interns will be placed with the Agency pursuant to the Program, the School shall provide to the Agency a letter confirming the details of the Program for such semester (the "Letter of Confirmation").

The Letter of Confirmation shall include a description of the Program (the "Program Description"), the curriculum, the clinical objectives for the Program, the name(s) of the Intern(s), and the specific dates and hours per week that such Intern(s) will be at the Agency for such semester. The Letter of Confirmation will also contain the names and responsibilities of faculty members and other personnel employed by the School who participate in the Program (such employees of the School will be referred to herein collectively as the "School Personnel") and the names and responsibilities of employees of the Agency who participate in the Program (such employees of the Agency will be referred to herein collectively as the "Agency Personnel"). The Program Description may be modified by mutual written agreement of the School and the Agency.

2. **Acceptance and Assignment of Interns**. The Agency shall have sole discretion to accept or reject any Intern referred to the Agency by the School for participation in the Program, for any reason, except as prohibited by Section VII.1 below. The Interns will be accepted for participation in the Program at stated intervals during the academic year, the specific dates to be mutually agreed upon by the parties prior to the beginning of each semester. The particular activities and assignments of the Interns shall be subject to the discretion of the Agency and may be based upon the availability of Agency Personnel or such other criteria as the Agency may determine; provided, however, that such activities shall afford the Intern the opportunity to meet the objectives contained in the Program Description.

The School may from time to time request that the Interns be reassigned at the Agency, and the Agency shall consider, but is not required to accommodate, such requests.

3. Removal of Interns.

A. The Agency. The Agency may at any time require the removal of an Intern from the Program for any of the following reasons: (i) failure to substantially comply with Agency policies and procedures; (ii) failure to perform work meeting the quality standards outlined in the Program Description; or (iii) failure to provide proper patient care. The Agency shall discuss its decision with the appropriate member of School Personnel and the Intern prior to removal, if possible, and shall provide the School and the Intern with a written explanation of the reasons for removal. Reinstatement of any person so removed shall be in the sole discretion of the Agency. Notwithstanding anything herein to the contrary, the Agency may take any necessary immediate corrective action in order to ensure proper patient care, including immediate termination of any Intern's participation in the Program, but shall report such action and the circumstances thereof to the appropriate member of the School Personnel.

B. The School. The School may remove an Intern from the Program for the following reasons: (i) failure to maintain successful student status as outlined in the School's policies; (ii) violation of the School's Honor Code, or (iii) any other reason deemed sufficient cause by School Personnel. The School shall follow its policies regarding disciplinary procedures when removing an Intern from the Program.

III. Additional School Responsibilities.

In addition to its other responsibilities contained in this Agreement, the School shall have the following responsibilities.

1. School Personnel. The School will assume and maintain the responsibility for the planning and execution of the nursing education program. The School agrees to make the School Personnel available for supervision of the Interns and Program evaluation in accordance with the Program Description.

2. Policies and Procedures. The School agrees to furnish to the Interns and the School Personnel a copy of any written Agency policies and procedures that the Agency provides to the School.

3. Health Documentation. Upon request of the Agency, the School shall provide evidence of immunizations of Interns and School Personnel who will have clinical responsibilities at the Agency, prior to the commencement of their activities at the Agency.

4. Insurance. All Interns shall be covered by professional liability insurance with a minimum amount of coverage of \$1 million per incident and \$3 million in the aggregate. The School will provide to the Agency evidence of such coverage upon request of the Agency. The Agency shall hold no responsibility with respect to providing such coverage.

5. Intern Qualifications. Interns shall be either licensed registered nurses (if graduate students) or undergraduate students enrolled in the nursing program at the School. The School shall run the following checks on students in the program: County Criminal, Nationwide Healthcare Fraud and Abuse Scan, Nationwide Database, Nationwide Patriot Act, Social Security Alert and Residency History.

IV. Additional Agency Responsibilities.

In addition to the other responsibilities contained in this Agreement, the Agency shall have the following responsibilities.

1. General. The Agency agrees to (a) allow each Intern to participate in the Program at the Agency, subject to his/her compliance with the policies of the Agency, including the strict confidentiality of all patient information, (b) provide opportunities for practical and appropriate learning experiences for each Intern, which may include work in various areas of the Agency, attendance at appropriate meetings and use of equipment and supplies, and (c) provide to the School Personnel and the Interns on the same basis as to other similarly situated individuals reasonable use of the Agency's meeting space, cafeteria and library.

2. Patient Care. Notwithstanding anything contained herein to the contrary, the Agency and the School expressly acknowledge and agree that the Agency has and will retain sole and exclusive responsibility for the care and welfare of patients treated at the Agency or under the aegis of the Program.

3. Policies and Procedures. The Agency agrees to promptly provide the School with written copies of the Agency's relevant policies and procedures and any updates thereto.

4. Agency Personnel. The Agency agrees to make the Agency Personnel available for supervision of the Interns and Program evaluation in accordance with the Program Description.

5. Orientation. The Agency agrees to provide orientation to the Agency's facilities, key staff, recording system and other policies and procedures for the School Personnel and the Interns.

6. Evaluation of Interns. The Agency shall delegate an Agency Coordinator(s) who shall be responsible for assisting in the planning, precepting and evaluation of each Intern's performance. The Agency agrees to provide an adequate and responsible evaluation of each Intern upon such terms and conditions as the parties may agree. The School shall specify the form of such evaluation.

7. Expenses/Personal Needs. The Agency agrees to provide locker space to all Interns on the same basis as to other similarly situated individuals. The Agency will not be

responsible for arranging, providing or maintaining equipment, clothing, meals, housing, office space, parking, or transportation for the School Personnel, except that the School Personnel and Interns may use the parking facilities at the Agency available to visitors at their own expense.

V. Joint Responsibilities.

The School and the Agency agree to share the following responsibilities.

1. Health Services. The Agency shall have no responsibility for providing health services for the Interns, except that the Agency shall provide emergency medical care to the Interns in the event the need arises. It is agreed that the charges for any treatment provided by the Agency will be billed to the appropriate health insurance covering the Interns.
2. Confidential Information. The School Personnel and the Interns shall maintain in strictest confidence any patient information to which they may have access, in accordance with HIPAA and other applicable privacy laws. The School and the Agency shall inform the Interns of this requirement.
3. Research. The School and the Agency agree that neither the School nor the Agency, nor any Intern, School Personnel or Agency Personnel, will conduct any formal or informal survey, research or other study relating in any way to the patients treated under the Program at the Agency without first obtaining a written determination made by the School Personnel and the Agency Coordinator (or their designated representatives) that appropriate consent has been obtained from any patient who is the subject of or participates in such survey, research or other study.
4. Indemnification. The School shall indemnify and hold the Agency and its employees harmless from and against any and all claims, demands, damages, liabilities, actions, proceedings, judgments, awards, costs and expenses (including reasonable attorney's fees) arising out of participation by the School, the School Personnel or the Interns in the Program including any action brought by any School Personnel resulting from the Agency's evaluation, supervision, assignment, reassignment, removal or discharge of School Personnel participating in the Program, except for claims ultimately determined to be the result of the negligence or inappropriate conduct of the Agency. The Agency shall indemnify and hold the School and its employees harmless from and against any and all claims, demands, damages, liabilities, actions, proceedings, judgments, awards, costs and expenses (including reasonable attorneys' fees) arising out of participation by the Agency or Agency Personnel in the Program, except for claims ultimately determined to be the result of the negligence or inappropriate conduct of the School. Notwithstanding anything contained herein to the contrary, in no event will the School or the Agency be liable to each other for indirect, consequential, special or exemplary damages.

VI. Term and Termination.

This Agreement shall commence on the Effective Date and continue for a term of one year. This Agreement shall automatically renew for one year upon each anniversary of the Effective Date unless earlier terminated. This Agreement may be terminated at any time with or without cause by either party upon sixty (60) days' written notice; *provided, however,* that such notice shall not impair the activities of the Interns then at the Agency and participating in the Program. In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement immediately upon written notice.

VII. General.

1. **Non-Discrimination.** In no event shall any individual participating in the Program be discriminated against on the basis of color, race, age, national origin, gender, gender identity or expression, religion, disability or sexual orientation.

2. **No Financial Arrangement.** The Agency shall not compensate or reimburse the School, the Interns or any of the School's employees, agents or faculty members in connection with any School Personnel's participation in the Program. The School shall pay and administer all compensation and fringe benefits due its School Personnel, if any, and shall make any required federal or state income tax withholdings and all payments due as an employer's contribution under workers' compensation laws, or other laws, if applicable.

3. **Independent Contractors.** The School and the Agency shall have the status of independent contractors and neither party shall have the authority to bind the other in any matters relating to this Agreement. Neither the Interns nor the School Personnel will be entitled to receive workers' compensation benefits from the Agency.

4. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and may not be amended or revoked except by a written agreement signed by each party referring specifically to this Agreement. This Agreement supersedes all other prior similar agreements between the parties. No amendment or modification of this Agreement shall be made except in writing and signed by the authorized representatives of both parties.

5. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

6. **Notice.** Except as otherwise provided herein, all notices required hereunder shall be deemed to be given when mailed, by registered or certified mail, or transmitted by facsimile, and addressed as follows in accordance with this Section:

Simmons College
Simmons Online
300 The Fenway, P-108
Boston, MA, 02115

Simmons College
Office of the General Counsel
300 The Fenway, E – 200
Boston, MA, 02115

Yadkin County Health Department
217 E. Willow St.
Yadkinville, NC 27055

7. **Non-Use of Names.** Except as required by applicable law, neither Party shall use the name of the other party in any publicity without the prior written permission of the party whose name is to be used; provided, however, that by signing this Agreement, the Agency agrees that its name may be included in the School's publications which list sites affiliated with the Program.

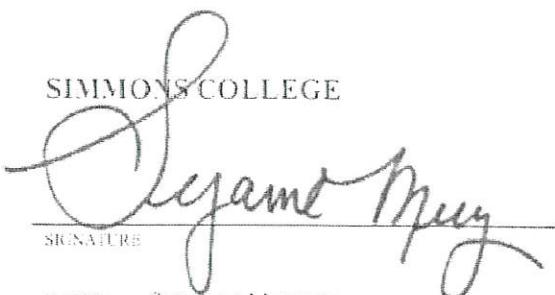
8. **No Third Party Beneficiaries.** This Agreement is entered into by and between the undersigned Parties for their own benefit. There is no intent by either Party to create or establish third Party beneficiary status or rights in any other Party, and no third Party shall have the right to enforce any right or enjoy any benefit created or established under this Agreement.

9. **Executed Original Copy.** To be fully executed this Agreement must be signed. A signed copy of the Agreement that has been transmitted via electronic mail, facsimile, or as a hard copy, can operate as the executed original copy.

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute this Agreement on its behalf as of the Effective Date.

SIMMONS COLLEGE

SIGNATURE



NAME: SUZANNE MURPHY
TITLE: VICE PRESIDENT, STRATEGIC INITIATIVES
DATE: 10/12/2017

YADKIN COUNTY HEALTH DEPARTMENT

SIGNATURE



NAME: USA L. HUGHES
TITLE: COUNTY MANAGER
DATE: 11-6-17