

**NORTHEASTERN UNIVERSITY
BOUVE COLLEGE
SCHOOL OF NURSING
and
COLLEGE OF PROFESSIONAL STUDIES
UNDERGRADUATE and GRADUATE and CONTINUING EDUCATION
AFFILIATION AGREEMENT**

This agreement between Northeastern University and the School Board of Sarasota County, Florida (hereinafter called the Agency) shall be in effect beginning on February 18, 2014.

In consideration of the agreements set forth herein, the parties hereby agree as follows with regard to the activities hereinafter described, and the terms and conditions in connection therewith:

Instructional Planning

Students registered in the nursing programs at Northeastern University may utilize for nursing laboratory experience certain designated patient care units or aggregate patient populations. The days and hours of student experience are to be planned by the faculty of Northeastern University and mutually agreed upon by the Agency's Director of Nursing Services or other designated personnel and the Northeastern University faculty.

Specific Responsibilities of Agency

The Agency will:

- A. provide locker or closet space for the above mentioned students and faculty from Northeastern University.
- B. provide adequate conference room space as needed and use of any available instructional materials or Library resources.
- C. provide for nursing practice and / or observational opportunities with patients or clients throughout the Agency.
- D. allow the students and faculty, at their own expense, to use available cafeteria facilities in the Agency.
- E. in case of accident or illness notify University health services, University Health and Counseling Services (617-373-2772).
- F. provide necessary supplies for students and faculty to comply with Centers for Disease Control (CDC) guidelines and Occupational Safety and Health standards.
- G. retain responsibility for decisions regarding patient / client care management even when students are involved in their care, in accordance with established professional standards.
- H. Assign a liaison to receive information from and give information to the School's Administrator of Clinical Placement Programs.

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The Agency may:

- A. request the University to withdraw a faculty member from the Agency whose conduct or work is unacceptable.

Specific Responsibilities of Northeastern University

The University will:

- A. go through proper Agency channels to make plans for observation and/or nursing laboratory experience/practicum.
- B. provide student instruction, periodic supervision, and evaluation required in the program unless, in specific instances, other provisions are made.
- C. advise students of their obligation to present the Agency with evidence of medical insurance. Inasmuch as all Northeastern University students have the option to participate in the University's student health insurance program, or may otherwise be covered by medical insurance, the University will not be liable for medical expenses incurred by any of its students participating in the program.
- D. provide for each student Professional Liability Insurance with limits not less than \$1 million per claim and \$2 million in the aggregate.
- E. ensure faculty members assigned to the Agency will be covered by the University's Comprehensive General Liability Insurance Policy while performing their duties as Northeastern University employees.
- F. agree that publications of field studies or research must have the prior approval of the Agency if the article is specific to the student experience at Agency and identifies Agency as the facility.
- G. advise students of their obligation to provide evidence of a recent (within 1 year) PPD, appropriate follow up for positive results and evidence of disease or vaccine for Hepatitis B, measles, mumps, rubella, and varicella.
- H. educate students and faculty about Universal Precautions / Safe Practices.
- I. assign a liaison to receive information from and give information to the Agency.

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- J. indemnify and hold harmless the Agency, its board members, officers, agents, servants and employees from any and all loss or liability including expenses, claims, lawsuits, penalties, judgments, demands, and costs (including attorney's fees and disbursements) of any nature whatsoever for bodily injury or damage to property arising out of Northeastern University's own negligence, or the negligence of its employees or agents with respect to its obligations under this Agreement. Nothing in this Agreement is intended to waive any sovereign or charitable immunity to which either party is entitled. This provision shall survive termination of this Agreement for a period of three (3) years.
- K. require that prior to going on to Agency grounds where Agency's students are present, any participating student assigned to the Agency will be fingerprinted and have his/her background checked as provided by Florida law. The participating student will coordinate with the Agency to arrange a mutually convenient time for the Agency to conduct the fingerprinting, at the participating student's or Northeastern University's expense. The Agency has the right to reject any participating student access to its property in the event the participating student's background check does not meet the requirements established by the Agency pursuant to Florida law.

Mutual Responsibilities

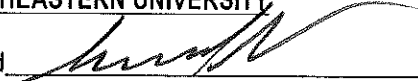
- A. The Nursing Department of the Agency and the faculty of the School of Nursing, Northeastern University will cooperate in concurrent and final evaluation of the program at the end of the academic year.
- B. The Agency shall ensure that the students are informed in writing of all applicable policies and rules and regulations of the Agency in advance of the beginning of their clinical experience, and the University shall instruct the students of their obligation to abide by such policies, rules and regulations. Faculty and students shall observe the rules and regulations of Agency which promote quality of nursing care and patient welfare.
- C. The Agency and the University will not discriminate against any person on the basis of sex, age, race, religious creed, national origin, or physical / mental disability.
- D. Notwithstanding any other provision of this Agreement, Agency, in its sole discretion, retains the right to terminate any student's participation in the internship program, and shall immediately notify Northeastern University of any such termination of a student. Northeastern University retains the right to terminate any student's participation in the internship program, and shall immediately notify Agency of any such termination of a student.
- E. This Agreement shall be in force until either party terminates it as provided herein. This Agreement may be terminated and/or the provisions of this Agreement may be altered,

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changed, or amended, by mutual consent of the parties hereto. Additionally, either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other; provided, however, that any student of Northeastern University currently participating as an intern as of the date of receipt of such notice shall be permitted to complete such participation.

- F. This Agreement shall be deemed to have been executed and delivered in the State of Florida and shall be governed by and construed under the laws of the State of Florida. The sole and exclusive jurisdiction for any action arising from this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.
- G. All notices hereunder by either party to the other shall be in writing, delivered personally or by U.S. Mail and shall be deemed to have been duly given when delivered personally or one (1) day after delivered to the U.S. Post Office, charges prepaid and properly addressed to the respective parties at the addresses shown following each party's signature to this Agreement.
- H. This Agreement contains the entire agreement of the parties in connection with the subject matter hereof, and supersedes any and all prior and contemporaneous agreements between the parties, whether written or oral.

NORTHEASTERN UNIVERSITY

Signed 
Samuel Solomon
Office of the Treasurer
Northeastern University

Date 2/19/13

Signed _____

Date _____

SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Signed _____
Jane Goodwin, Chair

Address: 1960 Landings Blvd.
Sarasota, FL 34231

Date _____

Approved for Legal Content,
February 19, 2013 by Matthews
Eastmoore, Attorneys for The
School Board of Sarasota County,
Florida

Signed: ASH