

**EDUCATIONAL AFFILIATION
AGREEMENT WITH
MENTAL HEALTH CRISIS CENTER**

THIS EDUCATIONAL AFFILIATION AGREEMENT (Agreement) is entered into by Bryan Medical Center, a Nebraska nonprofit corporation, doing business as Bryan College of Health Sciences (College) and the County of Lancaster, Nebraska, for its Mental Health Crisis Center (Agency), to be effective the ___ day of _____ 20__, in order to secure educational experience for students enrolled in Bryan College of Health Sciences (Students).

1. Specific areas, dates, times, types, terms and numbers of Students will be mutually agreed upon in writing prior to the start of each academic term.
2. If the educational experience utilizes a preceptor, the Preceptor will be identified and oriented by Faculty to the role. The Preceptor will provide direct supervision of Student learning experiences when the Faculty is not physically present at Agency.
3. College Faculty will communicate, in writing, Student objectives and guidelines acceptable to Agency for the educational experience with Agency. Agency agrees to assist Students in fulfilling such objectives and guidelines.
4. Faculty and Preceptors will evaluate each Student's performance in mutual consultation and according to the written guidelines established by the Faculty.
5. Agency shall retain ultimate responsibility for patient care. The College shall be responsible for the instructional aspects of the program. The Students shall be directly responsible to their designated Preceptor, who shall, in turn, be responsible to the manager of the area to which the students are assigned. Students shall provide patient care only under the immediate direction and observation of their designated Preceptor.
6. Agency permits Students to have access to patient medical records in accordance with Agency policies, rules, regulations, and bylaws, and the standards of conduct and ethics of the profession. The Students and Faculty shall treat these medical records as confidential. The College ensures that Students and Faculty have been educated on the Health Insurance Portability and Accountability Act (HIPAA), and College, Students, and Faculty shall comply with all state and federal laws and regulations, including HIPAA and its implementing regulations, regarding the confidentiality of health information. Without limiting the foregoing, Students shall not remove any of Agency's medical records from Agency's facilities, and Students shall not remotely access any of Agency's medical records.
7. In the event a Student or Faculty suffers an illness or accident requiring emergency medical care while on the premises of Agency, Agency will provide emergency medical care or will arrange transportation to receive emergency care. Payment for medical treatment will be the sole responsibility of the Student or Faculty. The College will be notified and the Student or Faculty will be responsible to obtain appropriate follow-up care.
8. Agency will provide verification of registry or licensure credentials of Preceptors upon request.

9. Agency agrees to make dining and appropriate space for personal belongings available to Students and Faculty from College.
10. Agency agrees to provide adequate space, if available, for small group Student/Faculty conferences.
11. Students may not park in the Agency's parking lot. Students may park along 8th Street where there is free on-street parking.
12. All Students and Faculty shall adhere to applicable ethical and professional guidelines.
13. Students and Faculty will adhere to all applicable rules, regulations, policies and procedures of Agency as well as those of College while assigned at Agency.
14. Students and Faculty will follow the dress code required by Agency for the specific area where they are assigned: Students and Faculty shall wear business casual attire.
15. The Agency has the right to terminate a Student's experience and use of its facilities, equipment, or supplies at any time during the period of this Agreement when a Student's performance is unsatisfactory, where health status is detrimental to patients or employees of the Agency or to the Student's successful completion of the experience or for any other non-discriminatory reasons which Agency deems reasonable and appropriate. Such action will not normally be taken until the situation involving the Student has been discussed with the appropriate representative of the College. However, the Agency reserves the right to take immediate action to remove a Student from the Agency when Agency, in its sole and absolute discretion, determines that a Student poses an immediate threat or danger to personnel or patients or the quality of the services or for unprofessional behavior.
16. All Students and Faculty will have current certification in basic life support for the health care professional.
17. College agrees that each Student shall receive communicable disease testing as required of Agency employees and by the State of Nebraska prior to use of the facilities. In addition, the College requires that each student have the following up-to-date immunizations and information prior to the use of Agency facilities:
 - a. Measles, Mumps and Rubella
 - b. Chicken pox Titer or Vaccine
 - c. Tetanus/Diphtheria
 - d. Annual Tuberculosis Skin Test, chest x-ray results if positive
 - e. Hepatitis B (series or titer)
 - f. Annual Influenza Vaccine
 - g. The need for special accommodations or special personal protective equipment.

18. Agency shall have in place an Accidental Exposure to Patient Blood or Bodily Fluids policy. If an accidental exposure to blood or bodily fluids occurs to Faculty or Student while involved in a learning experience at Agency, the Faculty or Student will be treated as an Agency employee under Agency's exposure incident policy.

Agency is responsible for (a) assessing potential risk; (b) if necessary, securing informed consent and a blood sample from the source patient for testing; and (3) cost and performance of blood testing. The Faculty or Student is solely responsible for obtaining and paying for follow-up care, including emergency treatment of high risk exposures, and is solely liable for the expense. A report of any occurrence of an accidental exposure involving Faculty or Students shall be forwarded to Bryan Medical Center Employee Health at 1600 South 48th Street, Lincoln, NE 68506.

19. In the event of illness or absence, the Student shall notify Agency by calling 402-441-6610. Student may leave a message.
20. College will coordinate with Agency to provide a program of orientation for all Faculty prior to their assuming responsibility for instruction of the Students.
21. Neither Agency nor the College shall discriminate against any employee, Preceptor, Faculty, Student or applicant for employment or registration in its courses of study because of race, religion, sex, age, color, national or ethnic origin, veteran status, or disability.
22. College agrees to provide professional liability and general liability insurance for College, its Faculty, Students and employees. Agency agrees to provide professional liability and general liability insurance for Agency, its staff, agents and employees. College and Agency shall each maintain professional liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate and/or coverage under the Nebraska Agency-Medical Liability Act, including its Excess Liability Fund. College and Agency shall also each maintain comprehensive general liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Upon request, both parties agree to furnish to the other appropriate certificates of insurance. Both College and Agency agree that such insurance may not be revoked, reduced, or changed in a material way without at least thirty (30) days' advance written notice to the other party. Agency may utilize a self-insurance program to meet any of these insurance requirements.
23. College shall indemnify, defend and hold harmless Agency, its staff, agents, employees and Board of Trustees from and against any and all liability, responsibility, damages, costs, and/or expenses, including reasonable attorney fees, arising, either directly or indirectly, from any negligent act or omission by College, its Faculty, agents, Students and employees which may occur during or which arise out of the performance of this Agreement. Nothing contained in this Paragraph or otherwise in this Agreement shall be construed to be a waiver of Agency's sovereign immunity.
24. Agency shall indemnify, defend and hold harmless College, its faculty, students, agents, employees, and Board of Trustees from and against any and all liability, responsibility, damages, costs and/or expenses, including reasonable attorney fees, arising, either directly

or indirectly, from any negligent act or omission by Agency and its staff, Preceptors, agents and employees which may occur during or which arise out of the performance of this Agreement.

25. A means of evaluating the experience reasonably acceptable to Agency and College will be provided at the conclusion of each course or class of Students.
26. College will be responsible for covering worker's compensation claims incurred by the Faculty while on Agency's premises. Contractor shall maintain a policy of workers' compensation insurance not less than the minimum statutory requirements under the laws of the State of Nebraska.
27. This Agreement does not contemplate the payment of any fee or remuneration by either party to the other, but is intended to jointly benefit both parties by improving education, professional preparation of the Students, and patient care through the allied health programs of College.
28. Under this Agreement the Students and Faculty are not employees of the Agency and are therefore ineligible for any wages, workers' compensation, insurance or any other benefits to which employees of the Agency are entitled.
29. The representative of each party to be contacted for questions or concerns in regard to this Agreement shall be as follows:

College:	Jayme Petersen, Clinical Coordinator	402-481-8851
Agency:	Scott Etherton, Director	402-441-6329
30. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or faxed or three (3) days after mailed by prepaid certified mail, return receipt requested, addressed as follows:

Agency:	College:
Mental Health Crisis Center	Bryan College of Health Sciences
825 J Street	1535 South 52 nd Street
Lincoln, NE 68508	Lincoln, NE 68506-1398
Attention: Scott Etherton	Attention: Jayme Petersen
Telephone: 402-441-6329	Telephone: 402-481-8851
Fax:	Fax: 402-481-8421
31. The term of this Agreement shall be for one (1) year, commencing on the effective date set forth herein. Thereafter, this Agreement shall automatically renew for additional one (1) year terms, provided, however, either party may terminate this Agreement at any time upon not less than ninety (90) days' prior written notice to the other party, subject, however, to the right of any Student currently involved in a experience, subject to the terms and conditions hereof, to complete their current term.
32. This Agreement shall be governed by Nebraska law, provided, however, that the conflict of

the law principles of the State of Nebraska shall not apply to the extent that they would operate to apply the laws of another state.

Agency:

For: Mental Health Crisis Center
825 J Street
Lincoln, NE 68508

Signature: _____

Title: _____

Date of Execution: _____

College:

For: Bryan College of Health Sciences
1535 South 52nd Street
Lincoln, NE 68506-1398

Signature: _____

Title: Richard Lloyd, PhD
President
Bryan College of Health Sciences

Date of Execution: _____