Practicum Site Agreement

This PRACTICUM AGREEMENT is entered into between the ASPEN UNIVERSITY INC. with its principal place of business located 4605 East Elwood Street Suite 300, Phoenix, AZ 85040 (hereinafter referred to as "SCHOOL") and _____(hereinafter referred to as "AGENCY"). This agreement shall replace or supersede all other agreements between the parties.

WHEREAS, the mission of the Aspen University School of Nursing and Health Sciences is to enhance the health and quality of life for individuals, families, and communities at local, state, and national levels through excellence in teaching, scholarship and practice.

WHEREAS, the Master in Science in Nursing (MSN) program prepares nurses to assume leadership roles in management, education, and practice within a diverse society and across a spectrum of healthcare settings.

WHEREAS, the AGENCY is willing to share its facilities with the SCHOOL by making its resources available for the instruction of students.

NOW, THEREFORE, for and in consideration of the foregoing objectives and in further consideration of the covenants and promises hereinafter set forth, the parties hereto mutually agree as follows:

1. Upon inception, the graduate student shall execute a form acknowledging all applicable policies required by SCHOOL and AGENCY.

2. The graduate student participating in the practicum experience at the AGENCY will be enrolled in the graduate nursing program and currently enrolled in a graduate nursing course with an appropriately credentialed faculty member.

3. The graduate student will hold a current, unencumbered nursing license. This license is on file with the SCHOOL and available upon request to the AGENCY.

4. A general orientation to the AGENCY will be provided by the Preceptor or AGENCY designee and must be attended by the graduate student prior to beginning the practicum experience.

5. When on AGENCY premises, the graduate student will be under the direct supervision of a specified Preceptor agreed upon by the SCHOOL and AGENCY.

6. The graduate student and Preceptor will negotiate the specific areas of the practicum experience in alignment with the requirements of the graduate course in which the student is enrolled.

7. The SCHOOL shall instruct the graduate student that he/she shall follow all administrative policies, standards and practices of AGENCY while participating in the practicum experience to the extent that AGENCY's rules and regulations do not contradict the SCHOOL'S rules and regulations.

8. Where the AGENCY provides direct patient care, the SCHOOL and the graduate student shall comply with the AGENCY'S applicable policy regarding the Health Insurance Portability and Accountability Act (HIPAA) and shall not disclose any records concerning a patient or participant to any third party without the prior written consent of the AGENCY.

9. Upon mutual agreement, the AGENCY reserves the right, upon consultation with the SCHOOL, to require the dismissal or removal from the AGENCY any graduate student (i) whose personal characteristics prevent desirable relationships with AGENCY, (ii) whose health status is a detriment to the graduate student's successful completion of the practicum experience or to the welfare of patient or participants or (iii) whose performance, after appropriate instruction and counseling, continues to fall below the level required to maintain practice standards.

10. The SCHOOL agrees that the faculty member may serve as consultant and on committees of the AGENCY when requested by the AGENCY.

11. There will be no exchange of monies between the AGENCY, the SCHOOL, the Preceptor, or the graduate student.

12. The graduate student will be responsible for personal transportation, meals, laundry and health care needs in the performance of this agreement.

13. To the extent permitted by applicable law, each party does hereby covenant and agree to indemnify and hold harmless the other party, its appointed boards and commissions, officials, officers, employees, students, and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind and nature by reason of its acts or omissions occurring in the performance of this Agreement. Nothing in this Agreement or in its performance shall be construed to result in any person being the officer, agent, employee or servant of either party when such person, absent of this Agreement and the performance thereof, would not in law have had such status. Nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture by the parties hereto.

14. Both parties, in connection with any service or other activity under this Agreement, agree not to unlawfully discriminate against any person on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, ethnicity, age, disability, political affiliations or belief. The SCHOOL and the AGENCY will comply with Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act (ADA) of 1991, Title IX of the Education Amendments Act of 1972 and Section 504 of the Rehabilitation Act of 1973.

15. In addition to those laws specifically mentioned in this Agreement, AGENCY shall comply with all applicable policies of SCHOOL applicable to it and comply with all applicable laws and rules.

16. The SCHOOL and AGENCY will maintain in effect during the entire term of this Agreement, at their sole respective cost and expense, at least $1,000,000 of commercial general liability insurance on a standard comprehensive occurrence form. The SCHOOL and AGENCY will make certificates of insurance available to each other upon request. The SCHOOL and AGENCY will maintain in effect during the entire term of this Agreement, at their sole respective cost and expense, Medical Errors & Omission coverage.

17. This agreement will expire on _____ *(enter a month/day/year at least 1 year from the anticipated practicum course start date)* unless terminated by either party upon giving 30 days advance written notice to the other party.

Aspen University (leave blank)	**Agency**
Signature: _____	Physical Signature: _____
Print Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Student: Please email this form to ofe@aspen.edu in .pdf format.