



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____
PAGE 1 OF 11
DATE: 10/1/2024

**SUBJECT: CONSIDERATION OF AN EDUCATION AFFILIATION AGREEMENT
BETWEEN TARRANT COUNTY AND ARIZONA COLLEGE OF NURSING
FOR THE BACHELOR OF SCIENCE IN NURSING PROGRAM**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Education Affiliation Agreement between Tarrant County and Arizona College of Nursing (AZCN) for the Bachelor of Science in Nursing (BSN) Program.

BACKGROUND

AZCN, through its Nursing Program, offers a course of study for nursing. A critical component of the program is providing nursing students with an opportunity to directly apply knowledge and skills gained in the classroom in a clinical setting.

TCPH and AZCN share a mutual interest in partnering to provide nursing students with clinical care experience and conducting educational activities through observation and supervised training, all of which are essential to the student's achievement of academic and professional goals. In addition, students are exposed to the impact that public health has on the community.

The agreement presented for consideration sets forth the terms of this partnership and if approved, TCPH and AZCN will begin the educational collaboration to provide AZCN nursing students with the experience outlined above for the term beginning October 1, 2024, and shall remain in effect for three (3) years.

The Criminal District Attorney's Office has reviewed this document as to form.

FISCAL IMPACT

There is no fiscal impact with this item.

SUBMITTED BY	Public Health	PREPARED BY:	Amanda Campbell
		APPROVED BY:	Amanda Campbell



Co# 144007

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SUBMITTED BY

Public Health

PREPARED BY:

Amanda Campbell

APPROVED BY:

Amanda Campbell

ARIZONA COLLEGE OF NURSING Education Affiliation Agreement

This Education Affiliation Agreement (the "Agreement") is entered into this 1st day of October 2024 ("Effective Date") between **Tarrant County ("County") on behalf of Tarrant County Public Health ("TCPH") and all its subsidiaries and affiliated facilities, if applicable, hereinafter "Facility"** and Arizona College of Nursing LLC, with headquarters located at 2510 W Dunlap Ave, Suite 300, Phoenix, AZ 85021 hereinafter "**School**".

This Agreement, together with the attached Scope of Work, Terms and Conditions, attachments, and amendments, shall constitute the entire agreement between the parties, and supersedes all other understandings, oral or written.

FOR AND ON BEHALF OF SCHOOL:

ARIZONA COLLEGE OF NURSING

DocuSigned by:

Signature

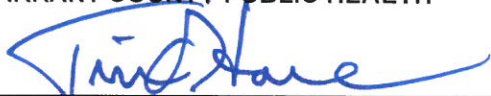
Dominick Muracco
Printed Name

Chief Compliance Officer and General Counsel
Title

8/28/2024
Date

FOR AND ON BEHALF OF FACILITY:

TARRANT COUNTY PUBLIC HEALTH


Signature

Tim O'Hare
Printed Name

County Judge
Title

10/1/2024
Date

SCOPE OF WORK

1. PURPOSE:

The purpose of this Agreement is to define the roles and responsibilities of **Facility** and **School** while students enrolled in the BSN Nursing Program attend the **Facility** to fulfill the requirements in clinical nursing courses.

2. ASSIGNMENTS:

The assignments of students enrolled in the nursing program at School shall be coordinated by designated staff from Facility and faculty from School.

3. RESPONSIBILITIES OF SCHOOL:

School shall have the following major responsibilities:

3.1 Use proper administrative procedure in planning for observation and/or clinical experience. At all times, School faculty shall have direction and control of students' educational program.

3.2 Provide supervision, direction, and instruction required by the Program:

3.2.1 Ensure that placement activities are appropriate to student learning objectives.

3.2.2 Ensure that the student is progressing in accordance with expectations.

3.2.3 Meet with the student on a regular basis and otherwise as needed.

3.2.4 Review student progress and products associated with the placement.

3.2.5 Evaluate student progress.

3.2.6 Debrief the site supervisor and others as appropriate.

3.3 Adhere to the existing rules and regulations of Facility.

- 3.4 Provide Facility at least ten (10) days prior to arrival of students, with names of students and faculty participants, to allow for proper planning for their experience.
- 3.5 Ensure that each student in the Program meets the physical examination, drug screening, background check, and immunization requirements as required by **School and Facility, and any other applicable requirements set forth by the relevant State Board of Nursing.**
- 3.6 Ensure that students are knowledgeable in safety requirements relating to OSHA and that they comply with mandatory handling of hazardous and medical waste disposal.
- 3.7 Instruct the students participating in the Program that it is a requirement to respect the confidentiality of all client/participant information obtained while participating in the Program. The School will provide orientation and education of all Students regarding confidentiality rules, in cooperation with the Facility, enforcement of a requirement that all Students follow the Facility's policy with regard to confidential information, including obtaining signed confidentiality agreements and compliance with all policies and procedures adopted by the Facility to comply with the privacy or security final regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Upon the Facility's determination, any Student that the Facility believes to be in violation of its policies and procedures shall be removed from the student's placement at the Facility by the School.
- 3.8 Ensure that clinical students are supervised by an onsite clinical School faculty member, or other qualified individual, at all times.
- 3.9 Instruct all students and faculty that **School** identification badges must be worn at all times when at Facility.

4. RESPONSIBILITIES OF FACILITY:

- 4.1 Appoint a designated staff person who is responsible for coordinating and approving the educational activities and placement of students. The Facility designated staff person will coordinate all student assignments with School's designated coordinator.
- 4.2 Provide learning experiences and information that are appropriate and relate to the various training phases under study by the students.
- 4.3 Provide orientation for students which may include, but not limited to, review of Facility's policies and procedures, overview of program, special needs of population to be served, and preparation information for clinical experience activity to be performed.
- 4.4 Keep School informed of policy changes which may affect faculty and students.
- 4.5 Notify School in writing if any student does not meet its standards for safety, health, confidentiality, or ethical behavior and require withdrawal of the student from access to Facility for reasonable cause, setting forth the basis for withdrawal.
- 4.6 If applicable, allow use by students and faculty of the cafeteria, conference rooms, dressing rooms, and library on an as-available basis and as required by School's educational programs without charge, except for cafeteria food and beverages.
- 4.7 Take reasonable efforts to provide that no instructions or directions regarding client/participant care shall be provided to School faculty or students by anyone not authorized to act on behalf of Facility.
- 4.8 Facility supervisory personnel may, in emergencies or based on violations of standards of client/participant care, relieve a faculty member or student from an assignment or require that the faculty member or student leave the floor or department at the Facility's sole discretion.
- 4.9 If required for a Clinical experience and allowable by the applicable State Board of Nursing, a suitably experienced and qualified licensed professional employee of Facility will be appointed as a preceptor to administer the Clinical experience at the Facility ("**Preceptor**"). The Facility will provide the professional and academic credentials of Preceptor to the School in writing. The Facility will identify potential Preceptors who meet the requirements set forth under "Criteria for Preceptor Selection" on Attachment A of this agreement. Preceptor must meet applicable governmental and accrediting body

standards and will be subject to the final approval of the school. The Preceptor will work closely with the school, which will be responsible for coordinating Clinical placements. See Attachment A for School's Preceptor requirements and Preceptor policy and applicable State requirements.

5. MUTUAL RESPONSIBILITIES OF SCHOOL AND FACILITY:

The assigned personnel of Facility and School faculty will confer at mutually agreed upon times to coordinate and evaluate the learning experiences of the assigned students.

TERMS AND CONDITIONS

1. AMENDMENTS:

Any amendment to this contract shall be in writing and agreed to and signed by both parties.

2. COMPLIANCE WITH APPLICABLE LAWS:

Both parties shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the federal, state, and local governments whether or not specifically referenced herein, including, but not limited to: affirmative action/equal employment; non-discrimination including the Americans with Disabilities Act; Drug-Free Workplace; Smoking Pollution Control Ordinances; and the Immigration Reform and Control Act of 1986.

3. RECORDS; INSPECTION:

School shall maintain all educational records and reports relating to the Program, and Facility shall have no responsibility for these reports other than those agreed-upon reports from clinical supervisors which are necessary to School's monitoring of student progress. School shall retain all data and other records relating to the acquisition and performance of this Agreement for a period of five years after its termination. All records shall be subject to inspection and audit by Facility at reasonable times, and where applicable, the state or Federal government, to the extent that the records relate to the performance of the Agreement. Upon request, School shall provide Facility a legible copy of any or all such records to the extent permitted under applicable law.

4. RELATIONSHIP OF PARTIES – EMPLOYMENT DISCLAIMER:

The parties are independent contractors. This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no persons supplied by School in the performance of School's obligations under this Agreement are considered to be Facility employees or volunteers of Facility, and that no rights of benefits, retirement or personnel rules accrue to such persons.

5. INDEMNIFICATION:

To the extent permitted by the laws and Constitution of the state of Texas, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

6. INSURANCE:

During the term of this Agreement, School shall maintain liability insurance or self-insurance coverage for the negligent acts, errors, and omissions of "College Covered Parties." College Covered Parties shall mean students, student interns, faculty, employees, and agents arranging for, supervising, participating in, or otherwise acting in connection with the internship program covered by this Agreement (including, without limitation, student teachers as student interns). It is agreed that School's

liability and workers' compensation insurance/self-insurance programs will be primary and non-contributory for College's Covered Parties under this Agreement.

With respect to medical professional liability insurance or self-insurance for College Covered Parties, School shall maintain limits of at least \$1,000,000 per claim occurrence and \$3,000,000 in annual aggregate.

7. TERM AND TERMINATION:

This Agreement shall commence as of the Effective Date and shall remain in effect for three (3) years. Either party may terminate this Agreement at any time upon thirty (30) days' written notice. Following such notice, this Agreement shall continue until all students then participating in the Program at Facility finish all training activities during the then-current semester or school term.

For CT Agreements only: If this Agreement pertains to a clinical experience in the state of Connecticut, the term of this Agreement ("Initial Term") shall be three (3) years, commencing on the Effective Date. At the end of the Initial Term and any Term Extension (as defined herein), the term of this Agreement may be extended for an additional period of three (3) years (a "Term Extension"), but only upon mutual written agreement of both parties. Additionally, both parties agree to independently review the terms of the agreement on an annual basis.

8. AUTHORIZED SIGNATURE:

Each party to this Agreement represents that the person signing this Agreement on its behalf is authorized by each respective party to do so.

9. ENTIRE AGREEMENT:

This Agreement contains the entire understanding between the parties. All prior negotiations between the parties are merged into this Agreement, and there are no other understandings or agreements.

10. NO THIRD-PARTY BENEFICIARIES:

This Agreement is intended solely for the mutual benefit of the parties, and there is no intention to create any rights or obligations for any party or person other than School and Facility.

11. NON-DISCRIMINATION:

School shall present, and Facility shall accept, students without regard to sex, race, color, creed, religion, or national origin or ancestry, age, height, weight, marital status, sexual orientation, Vietnam-era veteran status, disability, or handicap. However, nothing in this Agreement shall require Facility to accept any student who has previously been discharged from employment or refused employment by Facility.

12. ASSIGNMENT:

This Agreement is not assignable by either party other than by operation of law; provided, however, that School upon written agreement by the County which shall not be unreasonably withheld shall be permitted to assign all or any part of its respective rights or obligations hereunder to any person or entity (i) in which it has a controlling interest, (ii) which has a controlling interest in it, (iii) which is under common control with it, (iv) which acquires all or substantially all of the business or assets of Sentinel Peak Capital, LLC, School or any of their respective subsidiaries or (v) which is a lender to Sentinel Peak Capital, LLC or any of its affiliates or subsidiaries (including, without limitation, School) pursuant to a collateral assignment requested by such lender; and provided further, that Facility shall be permitted to assign all or any part of its respective rights or obligations hereunder to any person or entity (i) in which it has a controlling interest, (ii) which has a controlling interest in it, (iii) which is under common control with it, or (iv) which acquires all or substantially all of the business or assets of Facility or any of its respective subsidiaries]. In the event of any such permitted assignment, the assignee shall assume all the rights and obligations of the assignor hereunder and shall comply with the terms and provisions of this Agreement as though originally a party hereto.

ATTACHMENT A

Preceptorship Scope of Practice

When a learning opportunity is available in a preceptorship model it is within the scope of practice for an experienced professional nurse to assume the role of preceptor under the following guidelines:

1. The preceptor has undergone specific education/training, to facilitate and guide the individualized clinical learning of the professional nursing student from an approved nursing program.
2. The preceptor provides direct supervision of the student clinical learning experience under the supervision of the program faculty.
3. The clinical experience will take place at the clinical agency where the preceptor is employed.
4. The preceptorship experience is guided by a written agreement with the approved nursing program and the clinical agency, which includes specific responsibilities of the clinical agency, faculty, preceptor, and nursing student.
5. Ratios of preceptor to student shall not exceed one preceptor to two students.

Definition of Preceptor: academically and experientially qualified person who has received formal training to function as a resource and role model for nursing students.

Definition of Preceptorship: Experiential learning opportunities to develop core competencies and socialization into the professional role and allow for the application and integration of nursing knowledge, skills, and attitudes into clinical practice. A preceptorship will serve as an avenue to assess application of didactic knowledge.

GENERAL REQUIREMENTS:

A. Approved Professional Nursing Program

1. Operate within the written agreement between the program and each clinical agency.

B. Criteria for Selection of Preceptor

The BSN program faculty in conjunction with agency recommendations will apply the following criteria in the selection of preceptors:

1. Has clinical expertise within the agency and maintains an annual review in good standing?
2. Hold an unencumbered active license that has no current stipulations, conditions, or limitations, in the state of where the learning will occur.
3. Academically prepared at or above the learner's program (minimum of a Bachelor of Science in Nursing)
4. Has an understanding and positive appreciation for learning and can create a setting that is effective and that will enhance student learning.
5. Possess the knowledge and clinical skills that reflect excellence in health care delivery.
6. Possess effective communication and interpersonal skills.
7. Has the ability to identify student strengths and weaknesses and is willing to assist students in meeting goals and expectations?
8. Has expressed interest in and is committed to the role of preceptor.

C. Clinical Agency

1. Assists the faculty in selection of preceptors who:
 - a. display competence and clinical expertise by consistently demonstrating safe and effective practice in the area where teaching will occur.
 - b. demonstrates appropriate intervention and rationale for clinical decision making.
 - c. adheres to scope and standards of practice for professional nursing.
2. Provide preceptor training inclusive, but not limited to:
 - a. American Nurses Association (ANA) Ethical Considerations and Scope and Standards of Practice

- b. Quality Safety Education for Nurses (QSEN)
- c. Nurse of the Future Core Competencies (NOF)
- d. Baccalaureate Essentials (AACN, 2008)
- e. Assessment of learning needs, learning outcomes, adult learning principles, roles and responsibilities, communication, conflict resolution, learning goals and activities, problem, and coping strategies

D. Faculty

1. Provide an orientation for the preceptor and maintain written documentation of such, per organizational guidelines and/or policy. The orientation by faculty to a preceptorship includes, but is not limited to:
 - a. Program type and academic progression level
 - b. Student objectives, course objectives and course outline
 - c. Role of the preceptor and faculty
 - d. Performance expectations of the student
 - e. Assessment of student learning
 - f. Avenues of communication between the program, faculty, preceptor, clinical agency, and student
 - g. Student assignments related to the experience.
 - h. Expected level of core competence - knowledge, skills, and attitudes of the student
2. Faculty are responsible for the overall supervision and evaluation of the student and must collaborate with each preceptor and student.
 - a. Faculty will be readily available to the preceptor and student throughout the clinical experience.
 - b. Designated faculty members will meet periodically with the clinical preceptor to evaluate and monitor the learning experience.
3. Provide feedback to the preceptor on the learning experience's effectiveness and their performance as a preceptor.
4. Ratio of students to clinical faculty shall not exceed the standard established by the state board of nursing in the state where the clinical time is performed.

E. Student Responsibilities:

1. While learning with the preceptor, the student role expectations must not exceed the level of practice for which the student is prepared.
2. Respect preceptor schedule and be punctual and prepared.
3. Adhere to ANA Scope and Standards of Professional Practice
4. Integrate theory, knowledge, and practice in the clinical setting.
5. Completes and submits required assignments in a timely manner.
6. Provides agency and preceptor feedback as required by the program.
7. Communicates with school faculty on a regular and timely basis.

F. Preceptor Responsibilities

1. Successfully complete Preceptor Orientation and apply preceptor training principles to student's clinical experience.
2. Provides clinical experiences for a student for a time period negotiated with the faculty coordinator.
3. Collaborate with faculty and student is outlined as follows:
 - a. Faculty will be readily available to the preceptor and student throughout the clinical experience.

- b. Designated faculty members will meet periodically with the clinical preceptor for the purpose of evaluating and monitoring the learning experience.
4. Provide an orientation for the student to the practice area and expectations of nursing care standards.
5. Establishes a supportive relationship with the student(s) and helps them feel welcome and a part of the agency.
6. Precept not more than two students during scheduled work time
7. Be present and available the entire time the student is rendering patient care.
8. Communicate concerns to faculty in a timely manner.
9. Collaborates with students to develop learning experiences based on the student learning needs and course outcomes.
10. Monitors clinical competencies of each student.
11. Seeks solutions to conflicts, clinical problems or issues related to student experiences and consults with faculty as needed.
12. Provides feedback to students and faculty on student experiences.
13. Completes a written clinical evaluation for the student's clinical performance

G. Recognition

It is important to the Arizona College of Nursing that preceptors feel validated and appreciated. The school cannot financially reimburse preceptors for their participation. However, faculty appreciate the valuable contribution preceptors make to the education of student nurses.

State Requirements:

A. Virginia

1. Definition. Preceptor means a licensed nurse employed in the clinical setting, serves as a resource person and role model, and is present with the nursing student in that setting, providing clinical supervision.
2. School/Site Responsibilities. Provide that preceptors are present in the clinical setting when students are providing direct client care. Faculty will be readily available to students and preceptors while students are involved in preceptorship experiences. Faculty/Preceptors providing onsite supervision in the clinical care of clients shall be responsible and accountable for the assignment of clients and tasks based on their assessment and evaluation of the student's clinical knowledge and skills. Supervisors shall also monitor clinical performance and intervene if necessary for the safety and protection of the clients. Clinical preceptors may be used to augment the faculty and enhance the clinical learning experience. Faculty shall be responsible for designating a preceptor for each student and shall communicate such assignment with them. A preceptor may not further delegate the duties of the preceptorship. Preceptors shall provide to the nursing education program evidence of competence to supervise student clinical experience for quality and safety in each specialty area where they supervise students. The clinical preceptor shall be licensed as a nurse in the Commonwealth of Virginia or Multistate and at or above the level for which the student is preparing.
3. Prior to beginning any preceptorship, the following shall be required:
 - Written objectives, methodology, and evaluation procedures for a specified period to include the dates of each experience.
 - An orientation program for faculty, preceptors, and students.

- A skills checklist detailing the performance of skills for which the student has had faculty-supervised clinical and didactic preparation; and
- The overall coordination by faculty who assume ultimate responsibility for implementation, periodic monitoring, and evaluation.

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

ARIZONA COLLEGE OF NURSING Education Affiliation Agreement

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FOR AND ON BEHALF OF SCHOOL:

ARIZONA COLLEGE OF NURSING

DocuSigned by:

Signature

Dominick Muracco
Printed Name

Chief Compliance Officer and General Counsel
Title

8/28/2024
Date

FOR AND ON BEHALF OF FACILITY:

TARRANT COUNTY PUBLIC HEALTH

Signature

Tim O'Hare
Printed Name

County Judge
Title

Date

SCOPE OF WORK

1. PURPOSE:

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2. ASSIGNMENTS:

The assignments of students enrolled in the nursing program at School shall be coordinated by designated staff from Facility and faculty from School.

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School shall have the following major responsibilities:

3.1 Use proper administrative procedure in planning for observation and/or clinical experience. At all times, School faculty shall have direction and control of students' educational program.

3.2 Provide supervision, direction, and instruction required by the Program:

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- 4.6 If applicable, allow use by students and faculty of the cafeteria, conference rooms, dressing rooms, and library on an as-available basis and as required by School's educational programs without charge, except for cafeteria food and beverages.
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standards and will be subject to the final approval of the school. The Preceptor will work closely with the school, which will be responsible for coordinating Clinical placements. See Attachment A for School's Preceptor requirements and Preceptor policy and applicable State requirements.

5. MUTUAL RESPONSIBILITIES OF SCHOOL AND FACILITY:

The assigned personnel of Facility and School faculty will confer at mutually agreed upon times to coordinate and evaluate the learning experiences of the assigned students.

TERMS AND CONDITIONS

1. AMENDMENTS:

Any amendment to this contract shall be in writing and agreed to and signed by both parties.

2. COMPLIANCE WITH APPLICABLE LAWS:

Both parties shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the federal, state, and local governments whether or not specifically referenced herein, including, but not limited to: affirmative action/equal employment; non-discrimination including the Americans with Disabilities Act; Drug-Free Workplace; Smoking Pollution Control Ordinances; and the Immigration Reform and Control Act of 1986.

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To the extent permitted by the laws and Constitution of the state of Texas, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

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During the term of this Agreement, School shall maintain liability insurance or self-insurance coverage for the negligent acts, errors, and omissions of "College Covered Parties." College Covered Parties shall mean students, student interns, faculty, employees, and agents arranging for, supervising, participating in, or otherwise acting in connection with the internship program covered by this Agreement (including, without limitation, student teachers as student interns). It is agreed that School's

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7. TERM AND TERMINATION:

This Agreement shall commence as of the Effective Date and shall remain in effect for three (3) years. Either party may terminate this Agreement at any time upon thirty (30) days' written notice. Following such notice, this Agreement shall continue until all students then participating in the Program at **Facility** finish all training activities during the then-current semester or school term.

For CT Agreements only: If this Agreement pertains to a clinical experience in the state of Connecticut, the term of this Agreement ("Initial Term") shall be three (3) years, commencing on the Effective Date. At the end of the Initial Term and any Term Extension (as defined herein), the term of this Agreement may be extended for an additional period of three (3) years (a "Term Extension"), but only upon mutual written agreement of both parties. Additionally, both parties agree to independently review the terms of the agreement on an annual basis.

8. AUTHORIZED SIGNATURE:

Each party to this Agreement represents that the person signing this Agreement on its behalf is authorized by each respective party to do so.

9. ENTIRE AGREEMENT:

This Agreement contains the entire understanding between the parties. All prior negotiations between the parties are merged into this Agreement, and there are no other understandings or agreements.

10. NO THIRD-PARTY BENEFICIARIES:

This Agreement is intended solely for the mutual benefit of the parties, and there is no intention to create any rights or obligations for any party or person other than School and Facility.

11. NON-DISCRIMINATION:

School shall present, and Facility shall accept, students without regard to sex, race, color, creed, religion, or national origin or ancestry, age, height, weight, marital status, sexual orientation, Vietnam-era veteran status, disability, or handicap. However, nothing in this Agreement shall require Facility to accept any student who has previously been discharged from employment or refused employment by Facility.

12. ASSIGNMENT:

This Agreement is not assignable by either party other than by operation of law; provided, however, that School upon written agreement by the County which shall not be unreasonably withheld shall be permitted to assign all or any part of its respective rights or obligations hereunder to any person or entity (i) in which it has a controlling interest, (ii) which has a controlling interest in it, (iii) which is under common control with it, (iv) which acquires all or substantially all of the business or assets of Sentinel Peak Capital, LLC, School or any of their respective subsidiaries or (v) which is a lender to Sentinel Peak Capital, LLC or any of its affiliates or subsidiaries (including, without limitation, School) pursuant to a collateral assignment requested by such lender; and provided further, that Facility shall be permitted to assign all or any part of its respective rights or obligations hereunder to any person or entity (i) in which it has a controlling interest, (ii) which has a controlling interest in it, (iii) which is under common control with it, or (iv) which acquires all or substantially all of the business or assets of Facility or any of its respective subsidiaries]. In the event of any such permitted assignment, the assignee shall assume all the rights and obligations of the assignor hereunder and shall comply with the terms and provisions of this Agreement as though originally a party hereto.

ATTACHMENT A

Preceptorship Scope of Practice

When a learning opportunity is available in a preceptorship model it is within the scope of practice for an experienced professional nurse to assume the role of preceptor under the following guidelines:

1. The preceptor has undergone specific education/training, to facilitate and guide the individualized clinical learning of the professional nursing student from an approved nursing program.
2. The preceptor provides direct supervision of the student clinical learning experience under the supervision of the program faculty.
3. The clinical experience will take place at the clinical agency where the preceptor is employed.
4. The preceptorship experience is guided by a written agreement with the approved nursing program and the clinical agency, which includes specific responsibilities of the clinical agency, faculty, preceptor, and nursing student.
5. Ratios of preceptor to student shall not exceed one preceptor to two students.

Definition of Preceptor: academically and experientially qualified person who has received formal training to function as a resource and role model for nursing students.

Definition of Preceptorship: Experiential learning opportunities to develop core competencies and socialization into the professional role and allow for the application and integration of nursing knowledge, skills, and attitudes into clinical practice. A preceptorship will serve as an avenue to assess application of didactic knowledge.

GENERAL REQUIREMENTS:

A. Approved Professional Nursing Program

1. Operate within the written agreement between the program and each clinical agency.

B. Criteria for Selection of Preceptor

The BSN program faculty in conjunction with agency recommendations will apply the following criteria in the selection of preceptors:

1. Has clinical expertise within the agency and maintains an annual review in good standing?
2. Hold an unencumbered active license that has no current stipulations, conditions, or limitations, in the state of where the learning will occur.
3. Academically prepared at or above the learner's program (minimum of a Bachelor of Science in Nursing)
4. Has an understanding and positive appreciation for learning and can create a setting that is effective and that will enhance student learning.
5. Possess the knowledge and clinical skills that reflect excellence in health care delivery.
6. Possess effective communication and interpersonal skills.
7. Has the ability to identify student strengths and weaknesses and is willing to assist students in meeting goals and expectations?
8. Has expressed interest in and is committed to the role of preceptor.

C. Clinical Agency

1. Assists the faculty in selection of preceptors who:
 - a. display competence and clinical expertise by consistently demonstrating safe and effective practice in the area where teaching will occur.
 - b. demonstrates appropriate intervention and rationale for clinical decision making.
 - c. adheres to scope and standards of practice for professional nursing.
2. Provide preceptor training inclusive, but not limited to:
 - a. American Nurses Association (ANA) Ethical Considerations and Scope and Standards of Practice

- b. Quality Safety Education for Nurses (QSEN)
- c. Nurse of the Future Core Competencies (NOF)
- d. Baccalaureate Essentials (AACN, 2008)
- e. Assessment of learning needs, learning outcomes, adult learning principles, roles and responsibilities, communication, conflict resolution, learning goals and activities, problem, and coping strategies

D. Faculty

1. Provide an orientation for the preceptor and maintain written documentation of such, per organizational guidelines and/or policy. The orientation by faculty to a preceptorship includes, but is not limited to:
 - a. Program type and academic progression level
 - b. Student objectives, course objectives and course outline
 - c. Role of the preceptor and faculty
 - d. Performance expectations of the student
 - e. Assessment of student learning
 - f. Avenues of communication between the program, faculty, preceptor, clinical agency, and student
 - g. Student assignments related to the experience.
 - h. Expected level of core competence - knowledge, skills, and attitudes of the student
2. Faculty are responsible for the overall supervision and evaluation of the student and must collaborate with each preceptor and student.
 - a. Faculty will be readily available to the preceptor and student throughout the clinical experience.
 - b. Designated faculty members will meet periodically with the clinical preceptor to evaluate and monitor the learning experience.
3. Provide feedback to the preceptor on the learning experience's effectiveness and their performance as a preceptor.
4. Ratio of students to clinical faculty shall not exceed the standard established by the state board of nursing in the state where the clinical time is performed.

E. Student Responsibilities:

1. While learning with the preceptor, the student role expectations must not exceed the level of practice for which the student is prepared.
2. Respect preceptor schedule and be punctual and prepared.
3. Adhere to ANA Scope and Standards of Professional Practice
4. Integrate theory, knowledge, and practice in the clinical setting.
5. Completes and submits required assignments in a timely manner.
6. Provides agency and preceptor feedback as required by the program.
7. Communicates with school faculty on a regular and timely basis.

F. Preceptor Responsibilities

1. Successfully complete Preceptor Orientation and apply preceptor training principles to student's clinical experience.
2. Provides clinical experiences for a student for a time period negotiated with the faculty coordinator.
3. Collaborate with faculty and student is outlined as follows:
 - a. Faculty will be readily available to the preceptor and student throughout the clinical experience.

b. Designated faculty members will meet periodically with the clinical preceptor for the purpose of evaluating and monitoring the learning experience.

4. Provide an orientation for the student to the practice area and expectations of nursing care standards.
5. Establishes a supportive relationship with the student(s) and helps them feel welcome and a part of the agency.
6. Precept not more than two students during scheduled work time
7. Be present and available the entire time the student is rendering patient care.
8. Communicate concerns to faculty in a timely manner.
9. Collaborates with students to develop learning experiences based on the student learning needs and course outcomes.
10. Monitors clinical competencies of each student.
11. Seeks solutions to conflicts, clinical problems or issues related to student experiences and consults with faculty as needed.
12. Provides feedback to students and faculty on student experiences.
13. Completes a written clinical evaluation for the student's clinical performance

G. Recognition

It is important to the Arizona College of Nursing that preceptors feel validated and appreciated. The school cannot financially reimburse preceptors for their participation. However, faculty appreciate the valuable contribution preceptors make to the education of student nurses.

State Requirements:

A. Virginia

1. Definition. Preceptor means a licensed nurse employed in the clinical setting, serves as a resource person and role model, and is present with the nursing student in that setting, providing clinical supervision.
2. School/Site Responsibilities. Provide that preceptors are present in the clinical setting when students are providing direct client care. Faculty will be readily available to students and preceptors while students are involved in preceptorship experiences. Faculty/Preceptors providing onsite supervision in the clinical care of clients shall be responsible and accountable for the assignment of clients and tasks based on their assessment and evaluation of the student's clinical knowledge and skills. Supervisors shall also monitor clinical performance and intervene if necessary for the safety and protection of the clients. Clinical preceptors may be used to augment the faculty and enhance the clinical learning experience. Faculty shall be responsible for designating a preceptor for each student and shall communicate such assignment with them. A preceptor may not further delegate the duties of the preceptorship. Preceptors shall provide to the nursing education program evidence of competence to supervise student clinical experience for quality and safety in each specialty area where they supervise students. The clinical preceptor shall be licensed as a nurse in the Commonwealth of Virginia or Multistate and at or above the level for which the student is preparing.
3. Prior to beginning any preceptorship, the following shall be required:
 - Written objectives, methodology, and evaluation procedures for a specified period to include the dates of each experience.
 - An orientation program for faculty, preceptors, and students.

- A skills checklist detailing the performance of skills for which the student has had faculty-supervised clinical and didactic preparation; and
- The overall coordination by faculty who assume ultimate responsibility for implementation, periodic monitoring, and evaluation.

APPROVED AS TO FORM:

Kimberly Collier Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.