



Intercollegiate
Consortium for a

**Master of
Science
in Nursing**

*Southeastern
Louisiana University*

McNeese State University

*University of
Louisiana at Lafayette*

Nicholls State University

Dean

**College of Nursing and
Allied Health Professions**

*University of
Louisiana at Lafayette*

P.O. Box 42490

Lafayette, LA 70504

Phone 337.482.6808

Fax 337.482.5649

www.nursing.louisiana.edu

Graduate Coordinator

**College of Nursing and
Allied Health Professions**

*University of
Louisiana at Lafayette*

P.O. Box 43810

Lafayette, LA 70504

Phone 337.482.5601

Fax 337.482.5650

www.nursing.louisiana.edu

May 1, 2019

Damian Badeaux, MD
1270 Attakapas Dr. #202
Opelousas, LA 70570

Dear Dr. Badeaux:

The College of Nursing and Allied Health Professions Master of Science in Nursing Program is requesting a 5-year renewal of the contract with **Damian Badeaux, MD** for our MSN nursing student learning experiences. Enclosed are two copies of the contract between the University of Louisiana at Lafayette and **Damian Badeaux, MD**. If approved, please have your administrator sign and return one copy. Or, you may fax it to the Graduate Nursing Program at (337) 482-5650.

We appreciate your support of our clinical students and look forward to working with you. If you have any questions, please feel free to contact me at (337) 482-5601.

Sincerely yours,

Lisa A. Broussard, DNS, RN, CNE
Associate Dean

LAB/cff

Enclosures

**Affiliation Agreement
By and Between
Damian Badeaux, MD
and
The University of Louisiana at Lafayette
College of Nursing and Allied Health Professions
Graduate Nursing Program**

This Agreement ("Agreement") is entered into by and between **Damian Badeaux, MD** ("Affiliate Institution") and the University of Louisiana at Lafayette on behalf of its Department of Graduate Nursing ("University"). Affiliate Institution and University hereinafter referred to individually as a "party" and jointly as parties to this Agreement.

WITNESSETH

WHEREAS, University and Affiliate Institution recognize the need for educating and preparing nursing professionals to meet the health care needs of the community;

AND WHEREAS, University provides an accredited course of study, including theory and practice, in professional nursing care and practices to students enrolled in the graduate program of its College of Nursing ("students");

AND WHEREAS, University desires that each student receive, as part of their course of study, clinical experience in planning and providing professional nursing care to individuals, families and others in a variety of settings;

AND WHEREAS, Affiliate Institution maintains facilities and operations as will enable students to obtain clinical experience and training in planning and providing professional nursing care.

NOW THEREFORE, in consideration of the mutual promises, agreements, covenants and undertakings hereinafter set forth, University and Affiliate Institution mutually agree as follows:

I. Affiliate Institution Responsibilities

- 1.1 Affiliate Institution agrees to accept and permit students assigned by the University to participate in the nursing clinical education program.
- 1.2 Affiliate Institution shall permit students to observe and practice or participate in professional nursing care and diagnostic or treatment modalities, under the guidance of assigned University faculty, involving Affiliate Institution patients, families and others, subject to such restrictions as may be imposed by patient, the patient's attending physician or the Affiliate Institution.

1.3 Affiliate Institution shall:

- (a) collaborate with University faculty in the orientation of students and faculty to the Affiliate Institution physical environment, policies, rules and regulations;
- (b) participate in the selection of Affiliate Institution patients for student clinical experience;
- (c) provide classrooms and/or conference room space for clinical instruction and/or conferences concerning patient care;
- (d) have current policies and procedure manuals available to faculty and students;
- (e) permit University faculty and students to use library facilities, and public dining facilities and public parking facilities;
- (f) permit University faculty and students to utilize the Affiliate Institutions' emergency medical services and facilities for emergency medical treatment or care. The cost of emergency medical care or treatment shall be the responsibility of the individual receiving the care or treatment.
- (g) access Castlebranch web portal to assess assigned students' criminal background checks for disclosure of adverse information. Notify any student about disclosure of adverse information that may negate student participation in clinical learning at Affiliate Institution.

Hear related student appeals and make final decisions as to whether or not the student in question may remain in a clinical rotation at Affiliate Institution.

Provide a list of students to the University who cannot remain in clinical rotation as a result of criminal background check information.

Accept students who are in the Recovering Nursing Program (RNP) as covered Under the Nurse Practice Act (L.R.S. 37: 911-933) as an alternative to disciplinary action related to disclosure of specific adverse information obtained through criminal background checks.

- 1.4 The Affiliate Institution shall retain ultimate responsibility for all patient care, and services provided to its patients and shall maintain adequate liability insurance protection insuring the Affiliate Institution, its agents and employees for their Acts, failure to Act or negligence.

II. University Responsibilities

- 2.1 The University shall have control of the educational program including curriculum, faculty and student.
- 2.2 The University shall assign qualified University faculty to accompany and supervise students during clinical experiences involving direct patient care.
- 2.3 All students assigned by the University for clinical training at the Affiliate Institution shall have satisfactorily completed all course work required as prerequisites to the course involving clinical instruction. All students assigned by the University for clinical training at the Affiliate Institution shall be in academic good standing.
- 2.4 The University shall:
 - (a) Assure that University faculty and students are instructed in and abide by pertinent Affiliate Institution rules, regulations, policies including particularly the confidentiality of patients and records;
 - (b) Assure that all first time admitted clinical students assigned to Affiliate Institution have completed a criminal background check, using fingerprints as required by the Affiliate Institution and conducted by the Louisiana State Police and the Federal Bureau of Investigation for first time clinical students and at time of program graduation effective August, 2005.

Assure that students assigned to Affiliate Institution will complete a criminal background check to include all Level I entities not covered by the Louisiana State Board of Nursing required criminal background check such as:

1. Social Security number verification
2. Employment verification to include reason for separation and eligibility for re-employment for each employer
3. Health & Human Services (HHS)/Office of Inspector General (OIG) list of excluded individuals or entities
4. General Services Administration (GSA) list of parties excluded from federal programs
5. US Treasury, Office of Foreign Assets Control (OFAC), list of Specially Designated Nationals (SDN)
6. Violent Sexual Offender and Predator Registry Search

All criminal background checks will be at the student's expense.

The healthcare agency is to access specific students' background check information via the Castlebranch online portal and will have access to information only for students assigned to that healthcare agency.

Assure that all new faculty hires, and graduate students, effective fall, 2005, will complete a Level II criminal background check to include:

1. Social Security number verification
 2. Criminal search (7 years or up to 5 criminal searches)
 3. Employment verification to include reason for separation and eligibility for re-employment for each employer
 4. Violent Sexual Offender and Predator Registry search
 5. Health & Human Services (HHS)/Office of Inspector General (OIG) list of excluded individuals or entities
 6. General Services Administration (GSA) list of parties excluded from federal programs
 7. U. S. Treasury, Office of Foreign Assets Control (OFAC), list of Specially Designated Nationals (SDN)
 8. Education verification (highest level)
 9. Professional license verification
 10. Certification and designations check
 11. Professional disciplinary action search
- (c) Assure that students have been thoroughly oriented in standard Affiliate Institution policies pertaining to the clinical training unit;
- (d) Assure that students assigned to the Affiliate Institution are in good physical health as evidenced by an annual physical examination. The Department of Nursing will make every effort to keep Departmental health requirements current with Affiliate Institution employee health requirements;
- (e) Verify University faculty and graduate students' licensure to practice professional nursing in Louisiana;
- (f) Provide Basic Cardiac Life Support (CPR) certification program for University nursing faculty;
- (g) Design the students clinical education objectives for the assigned course and plan the students clinical training experiences;
- (h) Supervise and evaluate the students' performance of the clinical training exercise;
- (i) Provide a copy of clinical syllabi and learning objectives prior to student clinical experiences;
- (j) Provide clinical schedule with dates in advance of clinical experience;
- (k) Collaborate with appropriate Affiliate Institution personnel in determining student assignments and what aspects of care will be provided by the student. The

educational objectives of the student with consideration for the welfare of the patients are the primary concerns in the selection of student learning experiences;

- (l) Maintain all educational records and reports relating to students participation in the clinical training program;
- (m) Assure that professional liability coverage for nursing students/faculty of the College of Nursing and Allied Health Professions, University of Louisiana at Lafayette will be governed by the provisions of LA R.S. 40:1237.1.
- (n) The University shall remove from the clinical education program at the Affiliate Institution any University faculty or students upon the Affiliate Institution's and the University's reasonable determination that the faculty or students' further participation in the program is unwarranted and disruptive of Affiliate Institution operations;
- (o) Maintain all required workers compensation insurance on all University faculty assigned to the Affiliate Institution.
- (p) No Excluded Providers. University represents and warrants that it will not employ or contract with any individual or entity who is excluded from participation in Medicare or any federal health care program under section 1128 and 1128A of the Social Security Act or as defined at 42 U.S.C. section 1320a-7b(f). University represents and warrants that University is not excluded from participation in any federal health care program as defined at 43 U.S.C. section 1320a-7b(f). University will notify Affiliate immediately in the event University is excluded from participating under Medicare or any other governmental program at which time Affiliate will have the right to immediately terminate this Agreement.
- (q) Assure that students assigned to the Affiliate Institution have complied with the University's drug/alcohol testing policy and procedures.

III. Parties' Joint Responsibilities

- 3.1 The University and Affiliate Institution representative shall review the agreement annually and revise as needed.
- 3.2 At least thirty (30) days prior to the start of each clinical education period, responsible University and Affiliate Institution representatives shall confer and agree on the specific Affiliate Institution departments or units in which the clinical training will take place.
- 3.3 Neither party shall have financial obligations or liabilities to the other party in consideration of the responsibilities assumed herein.

3.4 The University and Affiliate Institution shall each be separately responsible for compliance with all laws, including antidiscrimination laws, which may be applicable to their respective activities under the Agreement. In the performance of their respective responsibilities under this Agreement, each party is an independent contractor and neither is the agent or employee of the other party.

3.5 It is the intent of both parties that the patients of Affiliate Institution's right to privacy as defined in federal and state law will be protected in the performance of any and all actions of either party required under this agreement. University shall not be entitled to, request, receive and/or use the personally identifiable health information (PHI) of any of the patients of Affiliate Institution. It is understood that students of the university and/or instructors employed by university may actually be exposed to or obtain PHI during the training/education process which occurs on Affiliate Institution premises. Therefore, university agrees that any and all students or instructors which will be a part of the training/education process will sign confidentiality agreements to be provided by Affiliate Institution and will undergo such training and orientation in the patient privacy policies of Affiliate Institution as the Affiliate Institution in its sole discretion deems necessary.

3.6 Hold Harmless:

The University will indemnify and hold the Affiliate Institution harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging the negligent actions or omissions of faculty and/or students or any failure to perform any obligation undertaken or any covenant in this Agreement. Upon notice from the Affiliate Institution, the University will resist and defend at its own expense, and by counsel reasonably satisfactory to Affiliate Institution, any such claim or action.

3.7 Hold Harmless:

The Affiliate Institution will indemnify and hold the University harmless from any and all claims, actions, liability, or expenses (including costs of settlements, judgments, court costs, and attorney's fees, regardless of the outcome of such claim or action), caused by, resulting from, or alleging the negligent actions or omissions of Affiliate Institution employees or any failure to perform any obligation undertaken or any covenant made by the Affiliate Institution under this Agreement. Upon notice from the University, the Affiliate Institution will resist and defend at its own expense, and by counsel reasonably satisfactory to University such claim or action.

3.8 This agreement shall be in effect for an undetermined period of time with provision for annual review of student placement opportunities.

3.9 This Agreement shall become effective when executed by the authorized representatives of both parties and shall remain in force and effect until either party terminates the

Agreement by ninety (90) days advanced written notice to the other party of the termination date of this Agreement; provided, however, that the agreement will remain in force until the end of the semester in progress prior to termination of the agreement.

- 3.10 This Agreement constitutes the entire agreement between the parties and all prior discussions, agreements and understandings, whether verbal or written, are hereby merged into this Agreement. This Agreement may only be amended, modified or revised by a written agreement signed by the authorized representatives of both parties. No waiver of any subsequent breach or default of the same or similar nature will be allowed.
- 3.11 Nothing in this Agreement is intended to be contrary to state, local or federal laws or regulations. In the event of a conflict between the provisions of this Agreement and any applicable state, local or federal laws or regulations, the applicable laws or regulations will supersede the provisions of this Agreement.

CONTRACT
Damian Badeaux, MD
and
The University of Louisiana at Lafayette
College of Nursing and Allied Health Professions
Graduate Nursing Program

AGREED AND ACCEPTED;

[for the five-year period of 2019-2024]

UNIVERSITY

AFFILIATE INSTITUTION

BY: *Lisa Broussard*
Associate Dean, College of Nursing
& Allied Health Professions

BY: _____
Administrator

PRINT NAME: _____

DATE: 5/1/19

DATE: _____

BY: *Jeannie Hebert (FC)*
Provost & Academic
Vice-President

DATE: 5-8-19

LAB/cff