

## AFFILIATION AGREEMENT

### **New York University Steinhardt School of Culture, Education, and Human Development**

THIS AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between:

**New York University**, on behalf of its Steinhardt School of Culture, Education, and Human Development, located at 82 Washington Square East, New York, NY 10003 (hereinafter, the “University”), and

\_\_\_\_\_, located at

\_\_\_\_\_

(hereinafter, the “Facility” and, together with the University, the “Parties”).

WHEREAS, the University’s Steinhardt School of Culture, Education, and Human Development has various educational programs for students in the fields of health and human development (each, a “Program”); and

WHEREAS, the Facility has the facilities to provide relevant clinical training to students in one or more Programs as set forth on Schedule 1 hereto, which Schedule 1 may be amended from time to time in writing signed by the Parties; and

WHEREAS, the Facility and the University desire to affiliate for the purpose of providing clinical training for students enrolled in a Program of the University.

NOW, THEREFORE, the Parties agree as follows:

A. The University agrees:

1. To assume full responsibility for the planning and implementation of the entirety of each Program, including the portion of such Program that involves clinical training. The Facility has the right to approve the portion of each Program to be conducted on its premises in advance of its implementation.

2. To be responsible for scheduling student placements at the Facility and informing the Facility of the number of students to be assigned placement. The number of students and placement schedule shall be subject to the approval of the Facility.

3. To provide a clinical education coordinator who will act as liaison between the University and the Facility and will correlate the academic and clinical levels of experience of the students.

4. To instruct all students placed at the Facility of their responsibility for complying with all pertinent rules and regulations of the Facility of which they are advised.

5. a. To instruct all students and faculty to maintain the confidential nature of all patient medical records and protected health information (“PHI”) to which they are exposed in accordance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any other applicable privacy laws; and

b. to instruct all students to maintain the confidentiality of HIV-related patient information in accordance with Article 27-f of the New York State Public Health Law.

6. To keep all Program-related records and reports pertinent to the student's clinical experience while at the Facility (excluding patient identifiable protected health information).

7. To inform each student assigned to the Facility that such student is required, upon request: (i) to provide the Facility with evidence that he/she is in good general health, as determined by a physical examination, and that he/she is free from a health impairment which is of potential risk to a patient or which might interfere with the performance of his/her duties, including any habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter his/her behavior; (ii) to provide the Facility with evidence of the following:

(a) an immunization for rubella, consistent with good medical practice, except that a woman of child-bearing age shall have a screening test to be followed by immunization as appropriate;

(b) a ppd (Mantoux) skin test for tuberculosis prior to participation in the Practicum. Positive findings shall require appropriate clinical follow-up but no repeat skin test;

(c) if born on or after January 1, 1957,

(1) diagnosis by a physician as having had measles disease (rubeola);

(2) demonstration of serologic evidence of measles antibodies; or

(3) two doses of live virus measles vaccine with the first dose administered on or after the age of 12 months and the second dose administered more than thirty (30) days after the first dose but after 15 months of age;

(d) a positive varicella (chicken pox) antibody titer or a history of varicella by parent, guardian, physician or school record;

(e) proof of vaccination against Hepatitis B, proof of immunity to Hepatitis B, or a letter from the student which states that the student has either commenced the Hepatitis B vaccination protocol or has declined to be vaccinated against Hepatitis B.

8. That students placed in the Facility shall be required to maintain health insurance coverage. Prior to placement in the Facility, students may be required to send proof of such coverage to the Facility upon the request of the Facility.

B. The Facility agrees:

1. To provide clinical experience to students meeting the standards agreed with the University in respect of the relevant Program, of recognized accrediting agencies, and of State agencies.

2. To provide supervision of the clinical training of each student by a qualified Facility staff member whose responsibilities will include orientation of the student to the Facility, planning of clinical experiences, and the evaluation of student performance.

3. To make available to the students the space, facilities, equipment, and supplies necessary as pertinent to the students' clinical experience, to the extent that this will not interfere with the care and treatment being rendered to patients.

4. To acknowledge that University students and faculty may have access to the Facility's PHI during clinical experiences.

5. To permit students to use the Facility cafeteria during its normal operating hours, if feasible. Students may be required to pay for their own meals.

6. To provide emergency medical care to students who become ill or injured while on the Facility's premises, if feasible. The students shall arrange for medical care beyond that of an emergency nature. A student shall be responsible for the cost of any emergency care and for the cost of any additional medical care beyond that of an emergency nature.

C. The University and the Facility agree:

1. That the University shall provide each student with general instruction in the infection control procedures used in health care facility settings, including a review of the Occupational Health and Safety Act ("OSHA") Bloodborne Pathogens Regulations. The Facility agrees that, as part of each student's orientation to the rules, regulations, policies and procedures of the Facility, it shall instruct each student on infection control procedures, including the OSHA Bloodborne Pathogens Regulations, as they have been implemented at the Facility. The Facility shall comply fully with the OSHA Bloodborne Pathogens Regulations with respect to any student

who sustains a percutaneous, mucosal, or broken skin exposure to blood or other potentially infectious bodily fluids. If the Facility requires that students undergo a respiratory fit test in advance of placement, the Facility will perform such fit tests with the student's prior consent.

2. In connection with its performance under this Agreement, Facility may create and maintain on behalf of University "educational records" of students, and University may disclose "personally identifiable information" from education records to Facility under the "school official" exception, as such terms are defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA"). Facility agrees to use, maintain, and make available such education records in accordance with the requirements of FERPA and in accordance with University's FERPA Guidelines, which are available at [www.nyu.edu/apr/ferpa.htm](http://www.nyu.edu/apr/ferpa.htm). In particular, Facility agrees to (i) not disclose personally identifiable information from education records to any other party without prior written consent of University; (ii) use such information other than for the purpose of performing its obligations under this Agreement; and (iii) fully cooperate with University in connection with any request by a student to review and/or amend his or her education records.

3. That at no time will they discriminate against any employee, applicant, patient, or student because of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital or parental status, veteran or disabled veteran status or citizenship status.

4. That no student placed in the Facility under this Agreement shall in any way be considered an employee or agent of the Facility or the University, nor shall any student be entitled to any fringe benefits, worker's compensation, disability benefits, or other rights or benefits normally afforded to employees or agents of the Facility or the University.

5. That the Facility reserves the right to screen students in advance of their placement at the Facility in connection with the Program.

6. That the Facility retains the right to remove any student from the Facility who: (i) endangers patient health, welfare or safety; (ii) disrupts the business or operations of the Facility; (iii) fails to comply with the direction of the Facility staff; (iv) fails to abide by the rules, regulations, policies and procedures of the Facility; or (v) is not suited to the clinical training in the Facility's reasonable opinion. The University retains the right to remove any student from the Facility who: (i) fails to maintain successful student status as outlined in the University's policies; (ii) violates the University's honor code; or (iii) any other reason deemed appropriate by University personnel. Each Party agrees to notify the other Party promptly and in any case within one (1) business day of such removal.

7. That, notwithstanding any other provision of this Agreement, the Facility retains ultimate responsibility for the care of its patients at all times.

8. That each Party shall maintain in respect of its employees, volunteers, and agents and, in the case of the University, its students, (i) professional liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and (ii) commercial general liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. Each Party's insurance coverage shall be maintained with a nationally recognized and reputable carrier or self insurance reasonably satisfactory to the other Party. Each Party will provide to the other Party, upon such other Party's request and at least annually, a certificate of insurance evidencing the required insurance coverage. In addition, upon renewal or replacement of any required insurance coverage, each Party will provide replacement certificates to the other Party. The certificate of insurance shall include a statement that the notice of cancellation shall be given pursuant to the terms and conditions of the policy. If the Facility is an institution operated by a municipality or government agency or municipal or government employees, the Facility may fulfill the requirements of this Section 7 through insurance provided by or through such municipality or government agency covering the Facility's activities and personnel and otherwise meeting the requirements of this Section 7.

9. That this Agreement becomes effective as of the date first written above and will continue in full force and effect until termination. This Agreement may be terminated by mutual written agreement at any time or by either Party giving sixty (60) days' prior written notice to the other Party; provided that, any student placed at the Facility for clinical training up to and including the date of termination shall be permitted to complete his/her assignment.

10. That neither this Agreement nor any obligation or right thereunder may be assigned to any third party without the prior written consent of the other Party. Any purported assignment without such consent shall be null and void.

11. That all notices required hereunder shall be in writing and shall be delivered by messenger or by certified first-class mail, or transmitted by facsimile, and in accordance with the return receipt requested:

to the University:

Global Affairs & Experiential Learning  
Steinhardt School of Culture, Education, and Human Development  
New York University  
82 Washington Square East, 5th Floor  
New York, NY 10003  
Attn: Allison Michaud

to the Facility:

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12. That this Agreement is not for the benefit of any third party.

13. That each of the parties shall perform its obligations hereunder as an independent contractor. Nothing contained in this Agreement shall create any agency, partnership, association or joint venture between the parties hereto. Neither party shall have the right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind the other party contractually in any manner whatsoever. Under no circumstances, as a result of this Agreement, shall any officer, agent, employee or representative of one party be considered an officer, agent, employee or representative of the other party.

14. That this Agreement may be modified only by mutual written and signed agreement of the authorized representatives of the Parties thereto. This Agreement supersedes all other prior similar agreements between the Parties in respect of the subject matter hereof.

15. That this Agreement shall be interpreted in accordance with the laws of the State of New York without regard to its conflicts of laws principles.

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of the Agreement that has been transmitted via electronic mail, facsimile, or as a hard copy, can operate as the executed original copy

IN WITNESS WHEREOF, authorized representatives of the Parties have signed this Agreement as of the day and year first written above.

FOR AND ON BEHALF OF

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Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NEW YORK UNIVERSITY**

Signature: \_\_\_\_\_

Printed Name: ZACHARY KLIM

Title: SENIOR DIRECTOR, GLOBAL AFFAIRS & EXPERIENTIAL LEARNING  
STEINHARDT SCHOOL OF CULTURE, EDUCATION, AND HUMAN DEVELOPMENT

Date: \_\_\_\_\_

**Schedule 1**  
to Affiliation Agreement between New York University and

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Programs

Master of Art in Counseling and Guidance  
Master of Science in Communicative Sciences and Disorders  
Master of Art in Counseling for Mental Health & Wellness

FOR AND ON BEHALF OF

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Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NEW YORK UNIVERSITY**

Signature: \_\_\_\_\_  
Printed Name: ZACHARY KLIM  
Title: SENIOR DIRECTOR, GLOBAL AFFAIRS & EXPERIENTIAL LEARNING  
STEINHARDT SCHOOL OF CULTURE, EDUCATION, AND HUMAN DEVELOPMENT  
Date: \_\_\_\_\_