# CLINICAL AFFILIATION AGREEMENT between LONG ISLAND UNIVERSITY

and

This Agreement is made upon this day of, 201_, by and between Long Island Univ ("University"), a not-for-profit educational institution organized and existing under the laws of the St New York for and on behalf of its School oflocated.	ate of
("Clinic"), located at, (collectively, the "parties.")	
, (concentrely, the parties.)	
WHEREAS, the University has established an approved educational program of special training [specify the health related program] (the "Program"); and	ng in
WHEREAS, as part of the Program, University's students are required to obtain clinical expertand	ence;
WHEREAS, Clinic is willing to accept University's students for such purposes and has the facilities, equipment, personnel and services to provide a clinical experience;	requisite
NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants hereinafter set figures agree as follows:	orth, the
A. University Responsibilities:	
1. Except as hereafter provided and subject to the Clinic's control of its services and facility University shall have complete academic control of all phases of its Program including admin planning, curriculum content, grading and instruction, faculty appointments, requirem matriculation and graduation, and maintaining the accreditation status, if any, of its Program.	istration,
2. The clinic assignment for students at the Clinic will be consistent with the applicable curequirements for student clinical education and training set forth in the University's course des and curriculum guidelines attached hereto as Exhibit A. A list of participating students (Exhibit be provided to the Clinic prior to the students' field/clinical placement.	criptions
3. The University will maintain all records and reports pertinent to the students' field/clinical expe	rience.
4. The University agrees to indemnify and hold harmless the Clinic, its Board of Trustees, officers servants, and employees from any and all suits, claims, losses, damages or injuries to pe property caused by or resulting from the willful or negligent acts or omissions of the University, employees, or students participating in the Program. The University will supply evider insurance policy. The following maximum limits are provided:	rsons or rsity, its
i. Medical Professional Liability: \$1,000,000 each occurrence and	

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General Liability:

ii.

\$3,000,000 aggregate

\$3,000,000 aggregate

\$1,000,000 each occurrence and

5. The University will ensure that its students meet the Clinic's requirement, if any, for criminal background checks, vaccinations and other immunization requirements and health insurance. If requested, documentation demonstrating the students' compliance with these requirements will be provided to Clinic prior to the start of the students' assignment. The student is responsible for any costs associated with meeting these requirements.

### **B.** Clinic Responsibilities:

- 1. To accept for placement and instruction, those students mutually agreed to by the Clinic and the University.
- 2. To provide space, facilities, equipment and supplies necessary for carrying out the clinical educational experience, to the extent that this will not interfere with care and treatment rendered to Clinic patients.
- 3. To provide a supervisor for the field/clinical experience, whose responsibilities will include student orientation.
- 4. To provide emergency medical treatment to students who become ill or injured while at the Clinic. The student so treated will be responsible for all charges for emergency care and any subsequent care or treatment, if elected.
- 5. At all times, students are subject to Clinic supervision. University students may not perform any service or activity unless accompanied by or under the supervision of qualified personnel. Clinic retains sole responsibility, authority and accountability for patient care.
- 6. Clinic remains responsible for ensuring that services provided pursuant to this Agreement comply with pertinent provisions of federal, state, and local law, rules and regulations.
- 7. The Clinic may terminate the use of its facilities, equipment or supplies by any student found in serious or repeated violations of its rules, regulations, procedures or policies. If such action is taken, the Clinic shall first notify the University in writing. The basis of the termination shall be clearly stated.
- 8. Nothing in this Agreement shall be construed to make Clinic responsible or liable for the negligent acts or omissions of University faculty or students arising from the performance of their duties and functions under this Agreement.

#### C. Confidentiality:

University shall, as part of its curriculum, instruct students about the importance of resident/patient privacy and confidentiality, and inform them of the federal, state, and local laws that impact resident/patient confidentiality. University shall inform students that they must comply with Clinic's written policies and procedures for resident/patient confidentiality, including those implemented pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and rules and regulations promulgated thereunder. University shall require its faculty to maintain the confidentiality of all Clinic's residents/patients and records. The parties acknowledge that student educational records are protected by the Family Educational Rights and Privacy Act (FERPA).

#### D. Status of Parties and Participants:

Nothing in this Agreement shall create a joint venture, association, partnership or anything other than an independent contractor relationship between the parties. Each party shall be solely liable for its own debts, obligations, acts and omissions, including the payment of all liability, withholding, social security,

workers' compensation, or other taxes or benefits for its employees.

Students shall be considered invitees of the Clinic and at all times shall comply with all Clinic policies, rules, regulations and procedures. Students are not employees of Clinic and may not be compensated for their participation in the clinical program.

#### E. Notices:

All notices or official communication required under this Agreement shall be in writing, given by first class mail, hand or email as follows:

University:		Insurance Coordinator				
	Dean, School of	Long Island University, Mary Lai Bl				
	Long Island University,	700 Northern Boulevard				
		Brookville, NY 11548				
Clinic:						

#### F. Effective Date:

The effective date of this Agreement is the date on which it is fully executed. This agreement may be terminated by either party on ninety (90) days written notice to the other party, provided, however, that no such termination shall take effect until participating students have completed their scheduled clinical experience.

#### G. Miscellaneous:

- 1. University and Clinic shall maintain ongoing communications to coordinate the scheduling of student assignments and the clinical educational experience.
- 2. University and Clinic comply with all fair employment, equal opportunity, and non-discrimination laws. No person shall, on the basis of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, veteran or marital status, disability, genetic predisposition, carrier status or any other protected classification under local, state or federal law, be excluded from participation in any program or activity sponsored by the parties.
- 3. Neither party shall use the name, logo, or trade dress of the other in any promotional or advertising material unless review and written approval of the intended use shall first be obtained from the party whose name, logo, or trade dress is to be used.
- 4. Each party warrants that it has, or its personnel have or will obtain and maintain all necessary and relevant licenses, permissions, certifications, authorizations, registrations and approvals.
- 5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

	n, School of		BY:Clinic Administ	rator (please print)
 Signature		 Date	Signature	Date
	rey Kane, Ph.D. e President for Academic	Affairs		
Signature		Date	_	

## **EXHIBIT A**

# **Clinical Affiliation Agreement**

CLINICAL FIELD WORK EXPERIENCE - COURSE DESCRIPTIONS AND OBJECTIVES

[Insert]

## **EXHIBIT B**

## **Clinical Affiliation Agreement**

In acc	cordance	with	the	Agreement	by	and				(University) versity are ass	
to the (	Clinic for t	he peri	iod		_to			·		·	
mutual	The areas of assignment, number of students assigned and specific days and hours of student activity have been mutually determined, as outlined herein Exhibit B, by duly authorized representatives of the respective parties and are consistent with the terms of this Agreement.										
					N	Vames	s of Stud	ents			
1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11.											