

CLINICAL AFFILIATION AGREEMENT
between
LONG ISLAND UNIVERSITY
and

[_____]

This Agreement is made upon this ___ day of _____, 201_, by and between Long Island University (“University”), a not-for-profit educational institution organized and existing under the laws of the State of New York for and on behalf of its School of _____ located at _____, _____ (“Clinic”), located at _____, _____, (collectively, the “parties.”)

WHEREAS, the University has established an approved educational program of special training in [specify the health related program] (the “Program”); and

WHEREAS, as part of the Program, University’s students are required to obtain clinical experience; and

WHEREAS, Clinic is willing to accept University’s students for such purposes and has the requisite facilities, equipment, personnel and services to provide a clinical experience;

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants hereinafter set forth, the parties agree as follows:

A. University Responsibilities:

1. Except as hereafter provided and subject to the Clinic’s control of its services and facilities, the University shall have complete academic control of all phases of its Program including administration, planning, curriculum content, grading and instruction, faculty appointments, requirements for matriculation and graduation, and maintaining the accreditation status, if any, of its Program.
2. The clinic assignment for students at the Clinic will be consistent with the applicable curriculum requirements for student clinical education and training set forth in the University’s course descriptions and curriculum guidelines attached hereto as Exhibit A. A list of participating students (Exhibit B) will be provided to the Clinic prior to the students’ field/clinical placement.
3. The University will maintain all records and reports pertinent to the students’ field/clinical experience.
4. The University agrees to indemnify and hold harmless the Clinic, its Board of Trustees, officers, agents, servants, and employees from any and all suits, claims, losses, damages or injuries to persons or property caused by or resulting from the willful or negligent acts or omissions of the University, its agents, employees, or students participating in the Program. The University will supply evidence of an insurance policy. The following maximum limits are provided:
 - i. Medical Professional Liability: \$1,000,000 each occurrence and \$3,000,000 aggregate
 - ii. General Liability: \$1,000,000 each occurrence and \$3,000,000 aggregate

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.
6. In recognition and appreciation of the Clinic's services provided to the University and its students pursuant to this Agreement, the University will award to the Clinic's _____ division, a \$_____ [Honorarium, Stipend] per student.

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: _____
Dean, School of _____
Long Island University, _____

Insurance Coordinator
Long Island University, Mary Lai Bldg.
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.
6. This Agreement shall supersede any prior agreement between the parties and may be amended by mutual written agreement executed by authorized representatives of the parties.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LONG ISLAND UNIVERSITY

[_____]

BY: _____
 Dean, School of _____

BY: _____
 Clinic Administrator (please print)

Signature *Date*

Signature *Date*

BY: _____
 Vice President for Finance and Treasurer

Signature *Date*

EXHIBIT A

Clinical Affiliation Agreement

CLINICAL FIELD WORK EXPERIENCE - COURSE DESCRIPTIONS AND
OBJECTIVES

[Insert]

EXHIBIT B

Clinical Affiliation Agreement

In accordance with the Agreement by and between Long Island University (University) and _____ (Clinic), students from the University are assigned to the Clinic for the period _____ to _____.

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.

Names of Students

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.