

MERCY COLLEGE
SCHOOL OF HEALTH AND NATURAL SCIENCES PROGRAMS
CLINICAL AFFILIATION AGREEMENT

AGREEMENT made and dated this 4/5/17 between Mercy College of Dobbs Ferry, New York, hereinafter referred to as the "College," and **PORT JERVIS CITY SCHOOLS** of **9 THOMPSON STREET, PORT JERVIS NEW YORK 12771**, hereinafter referred to as the "Clinical Affiliate."

WHEREAS, the College has curriculum in communication disorders, occupational therapy, occupational therapy assistant, and physical therapy that conforms to the American Speech-Language-Hearing Association (ASHA), Accreditation Council for Occupational Therapy Education (ACOTE), or Commission on Accreditation in Physical Therapy Education (CAPTE) guidelines, and

WHEREAS, clinical education experience is a required and integral component of the communication disorders, occupational therapy, occupational therapy assistant, and physical therapy curriculums, and

WHEREAS, the Clinical Affiliate desires to participate in the education of communication disorders, occupational therapy, occupational therapy assistant, and physical therapy students, and

WHEREAS, the Clinical Affiliate wishes to join the College in the development and implementation of clinical education programs for communication disorders, occupational therapy, occupational therapy assistant, and physical therapy students,

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the College and the Clinical Affiliate agree as follows:

A. The College agrees:

1. To assume full responsibility for planning and implementation of an educational program for communication disorders, occupational therapy, occupational therapy assistant, and physical therapy in compliance with the standards set forth by ASHA, ACOTE, or CAPTE and the New York State Department of Education, including the programming administration, curriculum content, faculty appointments, faculty administration, and the requirements for matriculation, promotion, and graduation.
2. To assume the responsibility for screening and selecting students for the clinical education program, and to inform the Clinical Affiliate of the number of selected students, the names of those students, their area of clinical practice, and their level of clinical experience.
3. To assume the responsibility for planning the schedule of student assignments during the clinical education program.

4. To designate the College's Clinical Education Coordinator who will be responsible for establishing and maintaining ongoing communication and liaison between the College and the Clinical Affiliate.
5. To confer adjunct faculty status to the Clinical Affiliate's Clinical Education Supervisor who is responsible for the planning and implementation of the student's clinical education program at the Clinical Affiliate.
6. To maintain and retain all records and reports provided by the Clinical Affiliate to the College regarding each student in the clinical education program. These records will be made available to the Clinical Affiliate upon request.
7. To ensure that the students and faculty members of the College involved in the clinical education program are covered by professional liability insurance in the minimum amount of \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, prior to beginning a clinical education program under this Agreement. A certificate of insurance will be provided upon request.
8. To advise all students in the clinical education program of their responsibility to comply with the existing rules and regulations of the Clinical Affiliate, which may include a requirement that the student provide authorization for, or arrange for, a criminal background check.
9. To instruct all students in the clinical education program to respect the confidentiality of patients and clients of the Clinical Affiliate and their records in accordance with the Clinical Affiliate's policies and procedures and with the requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).
10. To instruct students in OSHA standards including the regulatory text of this standard and explanation of its contents, general discussion on bloodborne diseases and their transmission, exposure control plan, engineering and work practice controls, personal protective equipment, Hepatitis B vaccine, response to emergencies involving blood, how to handle exposure incidents and the post-exposure evaluation and follow-up program.
11. The College or student will provide the Clinical Affiliate with documentation related to the good health of the student(s) who are participating in the clinical education program. The documentation shall certify that as of the date of a physical examination by a physician, physician assistant, or nurse practitioner, there is no evidence of any health impairment which is of potential risk to patients or which might interfere with the performance of the student's duties, including the habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter the individual's behavior.

In addition, the College or student shall provide documentation of the following:

- a. Results from a PPD (Mantoux) skin test for tuberculosis completed prior to the start of the clinical education program and done no less than every year thereafter. If the results are positive, the documentation shall record appropriate clinical follow-up.
- b. A certificate of immunization or serologic evidence of immunity against rubella and measles unless certified by a licensed physician, physician's assistant, specialist's assistant or nurse practitioner that immunization with measles and/or rubella vaccine may be detrimental to the student's health.
- c. A certificate of immunization or serologic evidence of immunity against Hepatitis B and Tetanus/Diphtheria unless certified by a licensed physician, physician's assistant, specialist's assistant or nurse practitioner that immunization with Hepatitis B and Tetanus/Diphtheria vaccine may be detrimental to the student's health.

B. The Clinical Affiliate agrees:

1. To provide quality student training under the supervision of qualified personnel of the Clinical Affiliate throughout the clinical education program.
2. To designate the Clinical Affiliate's on-site Clinical Education Supervisor who will be responsible for the planning and implementation of the student's clinical education program at the Clinical Affiliate, and for establishing and maintaining ongoing communication and liaison between the College and the Clinical Affiliate. Clinical Education Supervisors for communication disorder students must be ASHA-certified in accordance with ASHA requirements.
3. To provide the Clinical Education Supervisor with the necessary time and support services to plan and implement this clinical education program, including time to attend relevant meetings and conferences.
4. To make available its clinical area and patients/clients for student training.
5. To make available space and facilities for clinical instruction at the Clinical Affiliate, including classrooms, necessary equipment and supplies, and necessary desk and storage space for students.
6. To permit students to use the Clinical Affiliate cafeteria and medical library, if available, in a similar manner to Clinical Affiliate employees.
7. To have available a written description of the clinical education program being offered, including the basis of evaluation for student clinicians.
8. To permit the College to inspect the facilities at the Clinical Affiliate and to review the Clinical Affiliate's clinical education program at a mutually agreed

upon time.

9. To evaluate the performance of the students in the clinical education program regularly and as often as requested by the College, using the evaluation form supplied by the College.
 10. To assist any student who may become ill or who may be injured while on duty at the Clinical Affiliate in gaining access to emergency medical care. Students shall be responsible for charges for emergency medical care to the same extent that any other patient/client at the Clinical Affiliate is responsible. In the event that care or treatment is required beyond such emergency medical care, the student shall be responsible for the charges for any additional medical care to the same extent that any other patient/client at the Clinical Affiliate is responsible.
 11. The Clinical Affiliate shall maintain the following insurance coverage for its employees:
 - a. Workers' Compensation insurance with statutory limits for all applicable state regulations and Employers Liability insurance with policy limits of not less than one million dollars (\$1,000,000)
 - b. Commercial General Liability insurance for any and all claims for damages due to bodily injury (including death), personal injury, or property damage in the amount of at least five million dollars (\$5,000,000) in the aggregate.
- C.** The scheduling of the clinical education program at the Clinical Affiliate will be determined jointly by the Clinical Education Coordinator of the College and the Clinical Education Supervisor of the Clinical Affiliate.
- D.** Clinical Affiliate agrees to comply with the requirements of the Family Educational Rights and Privacy Act (FERPA) and New York Education Law § 2-d with regard to all student education records to which the Clinical Affiliate has access.
- E.** The Clinical Affiliate retains the right, for reasons of health, performance, safety, or other reasons that in the Clinical Affiliate's reasonable judgment and to the extent allowed by law cause the continued presence of any student or faculty member to not be in the best interest of the Clinical Affiliate, to remove from the Clinical Affiliate any student or faculty member who fails to comply with pertinent Clinical Affiliate policies, procedure, rules or regulations or whose work is not in full accord with the Clinical Affiliate's standards of safety.
- F.** Neither party will unlawfully discriminate against any employee, student, applicant, or faculty member enrolled in their respective programs because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or other legally protected categories.
- G.** Under no circumstances is any student or faculty member of the College to be considered as an agent or employee of the Clinical Affiliate.

- H.** The College will indemnify and hold the Clinical Affiliate harmless from any liability, loss, damage, or expense the Clinical Affiliate may incur solely as a result of the negligent or unlawful acts or omissions of the College, its officers, agents, employees, or students.
- I.** This agreement becomes effective as of the date hereof and shall continue in full force and effect until June 30, 2018. This agreement may be modified upon the request of either party giving at least ten (10) days notice to the other party of its intention to so modify the same and in which notice the modification requested shall be outlined and if such modification is agreed to by such other party in writing, the same shall become effective at such time. Either party may terminate the agreement by giving to the other at least ten (10) days written notice by registered mail or certified mail, return receipt requested, and in which notice the date of termination shall be indicated. The termination shall not take effect with respect to students then currently enrolled in or scheduled to participate in the clinical education program at the Clinical Affiliate. The agreement may be renewed annually upon mutual consent of the parties, confirmed in writing.
- J.** Each party giving or making notice, request, demand or other communication, pursuant to this agreement, shall give the notice in writing by personal delivery, prepaid registered or certified mail, return receipt requested, or prepaid nationally recognized overnight courier. Each party giving a notice shall address the notice to the appropriate person at the address listed below or at another address as designated by a party in a notice pursuant to this section.

If to College, to:

Susan Mulliken, Esq.
Assistant General Counsel
Mercy College
555 Broadway
Verrazzano Hall, Room 23
Dobbs Ferry, New York 10522
Phone: 914-888-5136
smulliken@mercy.edu

If to Clinical Affiliate, to:

Ruth Zuclich
Superintendent of Schools
Port Jervis City School District
9 Thompson Street
Port Jervis, New York 12771
Phone: 845-858-3100

- K. This Agreement shall be construed at all times in accordance with and governed by the laws of the State of New York.
- L. All students participating in the program shall execute a copy of Appendix A.
- M. The persons signing this Agreement have been duly authorized to do so by and on behalf of the party for whom they are signing.

For and on behalf of the College:

By Kathleen Golisz Date 7/6/17
Kathleen Golisz, OTD, OTR/L
Associate Dean, School of Health and Natural Sciences
Mercy College

For and on behalf of the Clinical Affiliate:

By _____ Date _____

By _____ Date _____

APPENDIX A

I _____ hereby agree that by serving as a student teacher at the Port Jervis City School District through Mercy College I must:

- Comply with the requirements of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g), 34 C.F.R. 99.1 et seq, and related District policies, which provides that certain information about the District's students is contained in records maintained by the District and that this information can be confidential unless valid consent is obtained from the District's students or their legal guardians;
- Comply with relevant state and federal confidentiality laws to the extent applicable;
- Comply with all District non-discrimination and harassment policies;
- Comply with all applicable District policies, regulations, and procedures;

Student

Date

APPENDIX TO PARENTS' BILL OF RIGHTS

1. ***Exclusive Purposes for which Student Data Will Be Used.*** Use of student data under this Agreement will be limited to that necessary for Mercy College to perform the services referenced in the Agreement. Such services include, but are not limited to, the necessary review of student educational records and student IEPs.

2. ***Protective Measures Regarding Third Parties.*** Mercy College will ensure that any subcontractor or other person or entity with whom Mercy College shares student data is directed to consult the Parents' Bill of Rights for Data Privacy and Security posted on the District's website.

3. ***Storage of Data.*** Mercy College will maintain reasonable safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data, within its custody, including password protection and email archiving (for information stored digitally) and manual lock and key (for physical copies of such information).

4. ***Expiration of Agreement.*** This Agreement expires at the same time as the Agreement, unless extended by the parties by mutual agreement in accordance with the terms of the Agreement. Upon expiration of this Agreement, Mercy College will ensure that all student data is returned to the District. Mercy College will also ensure that all emails containing personally identifiable student information are returned to the District and deleted from the Mercy College's email accounts.

5. ***Parental Challenge to Accuracy of Data.*** In the event a parent, student, or eligible student wishes to challenge the accuracy of the student data collected by Mercy College, such parent, student, or eligible student shall have an opportunity for a hearing to challenge the content of the student records, in accordance with the District's Student Records Policy.

Mercy College acknowledges that they have received the Parents' Bill of Rights and understand their legal obligations as provided therein.

MERCY COLLEGE

By: Katoldeen Golisz Dated: 7/6/17

PORT JERVIS CITY SCHOOL DISTRICT

By: _____ Dated: _____