



## **Affiliation Agreement**

Seton Hall University

and

Middletown Township Board of Education

AGREEMENT made this 20th day of January 2023 between Middletown Township Board of Education, located at 834 Leonardville Rd #2, Leonardo, NJ 07737 (hereinafter the "Site") and Seton Hall University, through its College of Education and Human Services, Department of Professional Psychology and Family Therapy, located at 400 South Orange Avenue, South Orange, New Jersey 07079 (hereinafter the "University").

WHEREAS, the University offers graduate programs in counseling, psychology, and marriage and family therapy and seeks to enter into an affiliation with the Site for purposes of providing clinical experiences for University students in these degree programs; and

WHEREAS, the Site operates a facility at the above address and seeks to enter into an affiliation with the University in order to provide the University's students an opportunity to obtain clinical experience related to these programs (the "Practicum/Internship").

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, the parties agree as follows:

### **I. SITE RESPONSIBILITIES**

#### **1. Administrative Services and Support**

The Site shall provide the following:

- a. Support. Administrative support including, but not limited to, resources and specific budgetary resources for the Practicum/Internship as described herein.
- b. Orientation. Comprehensive orientation to the Site, including but not limited to, policies, philosophy, procedures, protocols, rules and expectations.
- c. Role Models. Commitment to provide a variety of roles models that represent the diversity of professionals in the field. The Site will afford students the opportunity to interact with a diverse staff and client/patient population whenever feasible.

## **2. Supervision**

The designated supervisor at the Site shall provide the following:

- a. Continuity. The supervisor shall be responsible for providing a continuity of supervision of the University's students and providing supervised activities and experiences as described herein. If the supervisor is no longer able to supervise or terminates his/her relationship with the Site, the Site administration is responsible for securing, in a timely manner, a supervisor who holds the credentials, training and experience required by the Practicum/Internship.
- b. Expertise. The supervisor shall be a clearly designated licensed or license-eligible professional appropriate to the degree program.
- c. Client welfare. The supervisor shall ensure that the Site personnel provide clinical direction and supervision to the students participating in the Practicum/Internship. Site personnel are responsible for all client/patient contact and patient care and all decisions regarding patient care. In the event of a difference of opinion concerning the care of a patient, the decision of Site personnel shall prevail and control all parties involved.
- d. Documentation. The supervisor shall monitor, verify or certify and approve the number of student hours and appropriate categories of client contact, based upon the student's documentation, to the Site and University.
- e. Disciplinary Actions. The supervisor will inform the student, Site administration, and Program Clinical Coordinator of potential disciplinary issues in a timely manner. The Ethical and Professional Guidelines of the respective accrediting bodies and Site and University policies and procedures shall serve as the bases for such issues.
- f. Evaluation. The supervisor shall provide evaluation(s) of each student at intervals specified by the degree program in which the student is enrolled.

## **3. Supervised Activities and Experiences**

The Site shall provide supervised training activities/experiences that are:

- a. Integral to the regular performance of the Site's normal professional functions, duties and responsibilities.
- b. Affirming of, and demonstrating a high regard for, human dignity. Students shall not be required to participate in practices that restrict the exercise of civil or human rights of any person or which impair the quality and nature of professional training in psychology as defined by the respective accrediting entities.
- c. Continuous and sequenced in an organized manner and encompass a variety of presenting problems.
- d. Consistent with the fulfillment of minimum hours and categories of client/patient contact as required by the student's degree program.

- e. Facilitative of audio and videotaping of student interaction with clients, if appropriate to client welfare, and not prohibited by Site policy.
- f. Conducive to opportunities for research in applications of theory and practice, if possible and practical.
- g. Necessary to meet requirements established by state policy-making boards.
- h. No student shall be required to participate in any experience or activity that is contrary to the Catholic mission of the University.

#### **4. Evaluation**

- a. Each student will be evaluated according to clearly pre-defined criteria and a schedule as specified in a separate document provided by the University to the Site supervisor.
- b. Evaluations will be shared verbally with the student and provided in written form to the administration of the Site, the student and the Program Clinical Coordinator.

#### **5. Data Security Requirements to Protect the Confidentiality of Student Education Records**

- a. Protection of Confidential Data. The Site agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR § 99.33 (a)(2) ) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receive education record information from the University may use the information, but only for the purposes for which the disclosure was made.
- b. Definition. Covered data and information (CDI) includes paper and electronic student education record information, including evaluations: 1) supplied by the University and/or the University's students to the Site or 2) created by the Site in connection with this Agreement between the parties.
- c. Acknowledgment of Access to CDI. The Site acknowledges that this Agreement allows the Site access to CDI.
- d. Prohibition on Unauthorized Use or Disclosure of CDI. The Site agrees to hold CDI in strict confidence. The Site shall not use or disclose CDI that it creates or is received from, or on behalf of, the University (or its students) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University. The Site agrees not to use CDI for any purpose other than the purpose for which the disclosure or creation was made.
- e. Return of CDI. Upon termination, cancellation, expiration or other conclusion of this Agreement, the Site shall return all CDI to the University or, if the CDI was provided by a student, the Site shall return the CDI to the student.
- f. Maintenance of the Security of Electronic Information. The Site shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of the University or its students, or created by the Site. These

measures will be extended by contract to all subcontractors used by the Site and shall survive the termination or expiration of this Agreement.

- g. Remedies. If the University reasonably determines in good faith that the Site has materially breached any of its obligations under this Data Security Section, the University, in its sole discretion, shall have the right to terminate this Agreement immediately if cure is not possible.
- h. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information. The Site shall, within one (1) day of discovery, report to the University any use or disclosure of CDI not authorized by this Agreement or in writing by the University. The Site's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Site has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure and (v) what corrective action the Site has taken or shall take to prevent future similar unauthorized use or disclosure. The Site shall provide such other information, including a written report, as reasonably requested by the University.
- i. Indemnity. Notwithstanding anything to the contrary in this Agreement, the Site shall defend and hold the University harmless from all claims, liabilities, damages, or judgments involving a third party, including the University's costs and attorney fees, which arise as a result of the Site's failure to meet any of its obligations under this Data Security Section.

## **6. Insurance**

- a. Throughout the term of this Agreement, the Site agrees to provide and maintain general liability insurance coverage in the minimum amounts of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year, and licensed professional liability insurance coverage in the minimum amounts of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in the aggregate, per year, for its own employees, staff and volunteers participating in the Program. The Site shall provide the University with evidence of such coverage upon request. The Site further agrees to include and list the University as an additional insured and shall not cancel said policies of insurance without providing the University thirty (30) days advance written notice thereof. The insurance coverage provided to the University as an additional insured shall be primary and non-contributory.
- b. The Site shall comply with any and all requirements under applicable workers compensation laws with respect to coverage for Site employees in connection with their activities under this Agreement.

## **7. Representation and Warranty**

- a. The Site represents and warrants to the University that the Site and its members, directors, officers, employees, Site supervisors and agents (collectively "Personnel") (i) are not listed on the General Services Administration's Excluded Parties List System ("GSA List"), and (ii) are not suspended or excluded from participation in any federal health care programs, as defined under 42 U.S.C. § 1320a-7b(f), or any form of state Medicaid program (collectively, "Government Payor Programs"), and to the Site's knowledge, there are no pending or threatened governmental investigations that may lead to suspension or exclusion of Site or Personnel from Government Payor Programs or may be cause for listing on the GSA List.
- b. The Site shall inform the University if: (i) a claim or suit is brought against the Site supervisor for

alleged malpractice or professional liability; (ii) the Site supervisor's license has been suspended, revoked or placed on probation by a licensing board, board of examiners or any other governmental entity that regulates their profession; or (iii) the Site supervisor is convicted of a misdemeanor or felony.

- c. The Site agrees to notify the University of any suspension or exclusion from Government Payor Programs under Section 7.a. above or any allegation or action in connection with the Site supervisor under Section 7.b. above, within three (3) business days of the Site's first learning of it. The University shall have the right to immediately terminate this Agreement upon learning of any such suspension or exclusion.

## **8. Complaint Procedure**

- a. It is the responsibility of the Site to provide and maintain a safe environment for students and any University faculty at the Site and to establish procedures by which University students or University faculty at the Site may report inappropriate actions occurring at the Site, including but not limited to claims of discrimination, sexual harassment, sexual misconduct, retaliation and/or whistleblowing. The Site shall take prompt and effective steps to investigate, eliminate and prevent both recurrence of any inappropriate actions and any retaliation against anyone involved in the review of any such claims. The Site shall keep the University apprised of its investigation and findings so that University can evaluate the actions taken in order to determine the University's course of action.

## **II. UNIVERSITY RESPONSIBILITIES**

### **1. Administrative services and support**

The University shall provide the following:

- a. Support. Appropriate administrative support for the Practicum/Internship as described herein.
- b. Orientation. General orientation to the Site supervisor regarding the degree program, its requirements, objectives and the purpose and nature of the Practicum/Internship experience, including but not limited to policies, philosophy, procedures, protocols, rules and expectations.

### **2. Supervision**

The designated Program Clinical Coordinator (hereinafter "Coordinator") shall provide the following:

- a. Continuity. The Coordinator shall monitor supervision and supervised experiences by communicating with the Site supervisor and other relevant Site personnel and serving as the liaison among the Site supervisor, the University, the student(s) and the course instructor of the Practicum/Internship (if different from the Coordinator).
- b. Expertise. The Coordinator shall be a licensed or license-eligible professional appropriate to the degree program.
- c. Client contact. The Coordinator may recommend to the Site supervisor, appropriate categories of client contact.
- d. Documentation. The Coordinator shall maintain records of the number of each student's hours and categories of client contact, based upon each student's documentation, available to the Site and University.

- e. Disciplinary Actions. The Coordinator will address disciplinary issues raised by either party to this Agreement. The Ethical and Professional Guidelines of the respective accrediting bodies and Site and University policies and procedures shall serve as the bases for such issues as well as University and Program policies.
- f. It is understood by the parties that the University will not be required to provide any on-Site supervision.

### 3. Insurance

- a. Throughout the term of this Agreement, the University agrees to provide and maintain general liability insurance coverage in the minimum amounts of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year, and licensed professional liability insurance coverage for each student and faculty member participating in the required curriculum activities of the Practicum/Internship at the Site in the minimum amounts of one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate, per year. The University shall provide the Site with evidence of such coverage upon request.
- b. The University shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for University employees in connection with their activities under this Agreement.

### III. INDEMNIFICATION

- 1. University agrees to defend, indemnify and hold harmless the Site, its directors, trustees, officers, employees and agents from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of negligent acts or omissions of the University and/or its regents, trustees, officers, employees, students or agents in connection with their responsibilities under this Agreement.
- 2. In addition to its indemnity responsibilities in connection with data security under Section I.5, the Site agrees to defend, indemnify and hold harmless the University, its regents, trustees, officers, employees, students and agents from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of conditions existing at the Site or the negligent acts or omissions of the Site and/or its directors, trustees, officers, employees or agents in connection with their responsibilities under this Agreement. If the University incurs any expenses, including but not limited to attorneys' fees, in connection with enforcing the Site's obligation to defend, indemnify and/or hold the University and/or its students harmless, the Site agrees to reimburse the University for any and all such expenses.
- 3. Each party agrees that it shall give the other party prompt written notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above.
- 4. Both parties agree that in the event that indemnification is sought under this provision, the party seeking indemnification shall furnish the indemnifying party, upon request, all information and assistance available to the indemnified party for defense against any such claim, suit or demand.

**IV. JOINT RESPONSIBILITIES**

1. It is mutually agreed and understood that nothing in this Agreement implies an employee/employer relationship between University instructors or students and the Site. The parties shall be independent contractors with respect to each other.
2. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Jersey.
3. The parties shall not discriminate on the basis of race, creed, color, religion, veteran's status, marital status, gender, pregnancy, age, national origin, ancestry, affectional or sexual orientation, disability, gender identity or expression, domestic partnership or civil union status, genetic information or membership in any other group protected by state or federal law.
4. All matters of material concern to the Site and University in connection with the Practicum/Internship and/or this Agreement shall be discussed by the parties as the need to do so arises.
5. All notices to the parties must be in writing, signed by the party giving it, and shall be deemed delivered when delivered in person or three (3) days after deposit in the United States mail, postage prepaid, addressed as follows:

University Representative  
Joseph J. Martinelli, Ed.D.  
Interim Dean, College of Education and Human Services  
468 Jubilee Hall  
Seton Hall University  
400 South Orange Avenue  
South Orange, NJ 07079

Site Representative

Name & Title *Dwyn Orozco, District Director of PK-12 Educational Programs*  
Site *Middletown Township Public Schools*  
Address *834 Leonardville Rd. #2 Middletown, NJ 07737*  
City, State, Zip

6. The term of this Agreement shall be from 04 / 31 / 2023 until 04 / 31 / 2026.
7. This Agreement may be terminated at any time by mutual consent of the parties or it may be terminated by either party upon thirty (30) days' written notice to the other party at the address provided above. In the event of a nonconsensual termination of this Agreement by either party, such termination shall not become effective until the students then involved in the Practicum/Internship have an opportunity to complete the current semester.

In witness hereto, the parties affix their signatures.

SETON HALL UNIVERSITY

SITE

By: \_\_\_\_\_

Katia Passerini, Ph.D.  
Provost and Executive Vice President

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

By: Dwyn Orzco

Print Name: Dwyn Orzco

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

October, 2019