



AGREEMENT FOR CLINICAL AFFILIATION

This agreement is made between **HUSSON UNIVERSITY**, located in Bangor, Maine, (hereinafter referred to as the University) and **UNION COUNTY EDUCATIONAL SERVICES COMMISSION**, located in 45 Cardinal Drive, Westfield, NJ 07090 (hereinafter referred to as the Facility). The purpose of the Agreement is to provide students of the University with precepted clinical opportunities.

Husson University and **UNION COUNTY EDUCATIONAL SERVICES COMMISSION** understand and appreciate the mutual benefits derived from this clinical agreement. Accordingly, the parties agree to the following obligations:

I. GENERAL

A. HUSSON UNIVERSITY faculty will:

1. Interpret the University's philosophy, program, and course objectives to appropriate administrators and staff of Facility.
2. Provide a list of student name(s), curriculum overview, and course outline to the clinical site preceptor.
3. Provide clinical orientation for students – reviewing clinical expectations, professional responsibilities and learning activities.
4. Coordinate with students in the selection of clinical site and preceptor.
5. Collaborate with preceptors and students to evaluate successful completion of clinical learning objectives.
6. Assure that assigned student(s) and faculty are covered by professional liability insurance.
7. Provide proof of immunization and liability insurance of student(s) to Facility.

B. UNION COUNTY EDUCATIONAL SERVICES COMMISSION will:

1. Identify a qualified preceptor for the student.
2. Provide the setting in which the student(s) receive(s) precepted clinical experience.

3. Be responsible for clinical services. Students at the facility will learn under the supervision of an assigned clinical preceptor.
4. Provide, where possible, necessary space and equipment in the facility for preceptors and students to carry out the educational plan.
5. Assist in orienting students, so that they have a thorough understanding of the scope of services provided at the clinical site.

II. CONFIDENTIALITY / PRIVACY OF RECORDS

- A. Except as permitted or required by this Agreement or by law, each party will not use or disclose patient information in a manner that would violate the requirements of 45 CFR § 164.504 and 164.506(e) 1, known as the HIPAA Privacy and Security Standards contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Act"), which are incorporated herein by reference. In addition, each party expressly agrees to comply with the HIPAA Act in all respects, including the implementation of all necessary safeguards to prevent such disclosure and the assurance that any subcontractors or agents to whom either party provided protected health information agree to the same restrictions and conditions imposed on the parties hereto under the HIPAA Act.
- B. Except as specifically authorized in writing by the individual who is the subject of Protected Health Information (PHI), or as required by law, Husson University will maintain the confidentiality of all PHI in accordance with the provisions of this clause and of the HIPAA Privacy Rule. Husson University hereby agrees that it:
 1. Will not use or further disclose PHI, except as permitted or required by this contract or as required by law.
 2. Will use appropriate safeguards to keep PHI confidential.
 3. Will report any inappropriate disclosure of PHI by the University students and/or clinical staff of which the University or its members become aware.
- C. The Family Educational Rights and Privacy Act (FERPA) is a federal act that affords students of higher learning certain protections regarding the release of records and information associated with their education. Each party agrees not to release academic or directory information of those participating in the clinical affiliation unless appropriately authorized by the statute or by a waiver of protected privacy rights.

III. INDEMNIFICATION CLAUSES

- A. Subject to the limitations and conditions of applicable state law, the University will indemnify, defend and hold the Facility and its affiliates, directors, associates, agents, and representatives harmless from and against any and all loss, damage, liability or claims (including, without limitation, costs and expense of litigation and reasonable attorneys' fees) (collectively "Claims") arising from, or connected with the University's performance or that of its students under this Agreement, except to the extent such Claims are due to the Facility's negligence or willful misconduct.
- B. Subject to the limitations and conditions of applicable state law, the Facility will indemnify, defend and hold the University and its affiliates, directors, associates, agents, and representatives harmless from and against any and all loss, damage, liability or claims (including, without limitation, costs and expense of litigation and reasonable attorneys' fees) (collectively "Claims") arising from, or connected with the Facility's performance under this Agreement, except to the extent such Claims are due to the University's negligence or willful misconduct.

IV. IMMUNIZATIONS

Students and instructors of the University will provide to the facility written documentation of: immunity to or immunization against Hepatitis B, Mumps, Rubella, Rubeola, Diphtheria, Varicella and Tetanus (if born after 1956); a yearly tuberculin test (with negative results) or chest x-ray (showing normal chest conditions). Students will also comply with the expectations of the facility regarding physicals and/or additional immunizations such as for influenza or COVID-19.

V. INSURANCE COVERAGE

- A. During the term of this Agreement, the University shall, at its expense, procure and maintain professional liability insurance for its students for claims and judgments arising out of their activities during their placement at the clinical site. Coverage shall be under the group insurance policy purchased by the University or student. Limits under that policy are One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) in the aggregate. A copy of the certificate of insurance shall be provided to the Facility upon request.
- B. During the term of this Agreement, the Facility shall, at its expense, procure and maintain professional liability insurance for the site, the site Coordinator, the Preceptor, and other Facility employees in a minimum amount of One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) in the aggregate. The University will not provide insurance for the Facility or its personnel.

VI. IN ADDITION

- A. Husson University agrees to maintain regular communication with the individual designated by the Facility to foster the appropriate placement and objectives of students in the clinical setting.
- B. This Agreement shall be effective as of the date of signature and shall be reviewed regularly.
- C. This Agreement may be terminated, in writing, by either party. In the event of termination of the Agreement, the University shall have the right to complete the period of clinical learning for those students currently enrolled in the clinical component of the program at the Facility.
- D. The Facility reserves the right, in its sole discretion, to exclude, suspend or terminate the clinical experience of any student at the Facility in the event that such person's conduct or state of health is detrimental to the patients or the proper administration of the Facility.
- E. The University shall have the privilege of terminating the clinical education under this Agreement of any student(s) at any time by mailing or delivering to the Facility a written notice stating the reasons and effective date of withdrawal.
- F. In the event that the Facility is considering any action which may result in suspension or termination, the Facility will make a good faith effort to discuss the situation with a University representative to reach an agreement on the appropriate action to be taken.
- G. Students will not be considered employees of the clinical site and, as such, they are exempt from salary, employee tax withholding, worker's compensation, or other employee benefits.

We, the undersigned, being duly authorized, have executed this Agreement on behalf of the parties.



Mary Beth Patnaude, DHSc, OTR/L
Chair, School of Occupational Therapy
Husson University
One College Circle
Bangor, ME 04401

Date

11-27-2023


DJ Casavant (Nov 17, 2023 16:12 EST)

David J. Casavant, JD, CPA, MBA
Associate Provost
Husson University
One College Circle
Bangor, ME 04401

Date

Nov 17, 2023

UNION COUNTY EDUCATIONAL SERVICES COMMISSION

Signed

Title

Date

ATTN: Barbara Jones, Human Resources Manager

EMAIL: bjones@ucesc.org

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Westfield, NJ 07090

PHONE: 908-233-9317 x 1001