



GRADUATE PROGRAM AFFILIATION AGREEMENT

This agreement is made between Rutgers, the State University of New Jersey through its Graduate School of Applied and Professional Psychology, with an office location at 152 Frelinghuysen Rd, Piscataway, NJ 08854, hereinafter “University” and _____ with its principal office _____ hereinafter the “Agency.”

RECITALS

- A. Agency is willing to provide a site for teaching and practical experience; and
- B. Agency has made a professional commitment to assist in the educational experience of graduate students and it is willing to provide assistance to the University’s educational and training goals; and
- C. University is currently conducting graduate programs necessary for graduate students to fulfill their education requirements and it desires a placement site to further their training and experience in the higher education environment.

TERMS

In consideration of the mutual promises and conditions contained in this agreement, University and Agency agree as follows:

1. Purpose of the Affiliation

University and Agency agree to affiliate and cooperate for their mutual benefit. The Agency will make available a facility for University graduate students to obtain appropriate, high quality clinical training and experience (“Clinical Program”) and Agency will provide the following:

- 1.1 Clinical supervision by a state licensed mental health professional or Board Certified Behavior Analyst (BCBA) of the University’s graduate students.
- 1.2 Agency will provide graduate students with a caseload sufficient to their training obligations and needs. Details of the caseload (e.g., number of clients, particulars of their presenting problems, etc.) will be worked out through mutual agreement between Agency, supervisors, and the graduate student.
- 1.3 Agency will notify University Liaison of any significant changes in the training program including change of supervisor and the status of his or her license credentials, to ensure adequate supervision of trainee by a licensed mental health professional or BCBA.

- 1.4 Agency will complete required documentation of practicum required by GSAPP, including practicum contract, evaluations by supervisor each semester of placement.
2. Responsibilities for the Academic Curriculum

It shall be the responsibility of University to:

 - 2.1 Establish and maintain curriculum standards and educational policies for the graduate program sufficient to meet applicable professional, licensing, and accreditation requirements of the University. When necessary, Agency shall assist University in implementing such standards and policies.
 - 2.2 Administer, organize and operate the overall clinical placement educational program;
 - 2.3 Upon request, University will provide Agency with copies of the program's didactic curriculum, a list of rotations which participating graduate students have completed prior to assignment to Agency, and the goals and competencies expected from graduate students upon completion of the graduate program.
 - 2.4 Provide Agency with a copy of any rules governing behavior and other academic requirements for graduate students enrolled in the graduate program.
3. Program Coordination
 - 3.1 University and Agency agree to collaborate to establish and maintain a quality graduate program.
 - 3.2 University shall designate a faculty member to serve as liaison with Agency personnel. ("University Liaison").
University Liaison: Cara Phillips, PhD, BCBA-D & Chris Perrin, PhD, BCBA-D
 - 3.3 University and Agency agree to cooperate in planning the hours of practice and selecting the areas of clinical service.
 - 3.4 Neither party shall have the power to obligate the other's resources or to commit the other to any particular action.
4. Term, Renewal and Termination of the Agreement
 - 4.1 This agreement shall begin December 1st, 2025 and shall remain in effect for the period of one year ending November 30th, 2026 renewing automatically for each annual period thereafter.
 - 4.2 This agreement may be terminated at any time upon providing at least thirty (30) days' written notice to the other party. Notwithstanding any such termination, any graduate student already enrolled and in good standing participating in the Clinical Program shall have the right to complete the Clinical Program.
5. Participation in Placement Site Clinical Program
 - 5.1 It shall be the responsibility of University to:

5.1.1 Send to Agency for clinical experience only those graduate students who have met all University requirements and qualifications and who agree to follow Agency rules and regulations;

5.1.2 Ensure that graduate students attend the Agency orientation sessions.

5.1.3 Respond to any concerns raised by the agency regarding student placements.

5.2 It shall be the responsibility of Agency to:

5.2.1 Advise University of the numbers of graduate students who can be accommodated at Agency's facility.

5.2.2 Provide orientation sessions so graduate students can become acquainted with Agency facilities, policies, procedures, Agency staff, and the needs of individuals and/or groups with whom the graduate students will be working;

5.2.3 Provide emergency treatment to graduate students in the event of accident or illness while at Agency, such care to be provided at the graduate student's expense.

5.2.4 Confer with University Liaison on a regular basis about the performance of participating graduate students and, in particular, about any concerns which, if not addressed, could lead to adverse action against the graduate student and;

5.2.5 Provide detailed written evaluation of graduate students' performance on such forms and in accordance with such procedure as University may reasonably require.

6. Standard of Conduct

6.1 University and Agency agree that all graduate students assigned to Agency will adhere to all the rules, regulations, and standards applicable to University and Agency, including rules of ethical and professional conduct as set for them in all written policies, procedures, standards of care and protocols of Agency, (a copy of which will be provided to the graduate student).

6.2 Subject to provisions of 6.3 below, Agency has the right to require University to withdraw a graduate student from the program in circumstances where:

6.2.1 Graduate student's achievement, competence, progress, adjustment, or health is detrimental to Agency; or

6.2.2 Graduate student's behavior is unacceptable to Agency.

6.3 Prior to exercising its rights under 6.2, Agency shall: (a) notify University of its intent to require the graduate student to withdraw from the program; (b) provide a written explanation of its decision, together with any supporting documentation; and (c) provide an opportunity for the University Liaison designee to meet with a representative of Agency to discuss the situation.

6.4 Notwithstanding the provisions of 6.3, Agency reserves the right to exclude from its premises any graduate student whose performance, conduct, or state of health poses a serious, imminent threat to the staff or administration of Agency; provided, however, Agency (a) shall, if possible, consult with and advise the University Liaison prior to such exclusion; (b) if no prior

notification occurred, provide immediate notice to the University Liaison subsequent to such exclusion; (c) within 24 hours of the exclusion, provide University with a written explanation of Agency's decision, together with any supporting documentation, and (d) within a reasonable time thereafter, provide an opportunity for the University Liaison designee to meet with a representative of Agency to discuss the situation.

6.5 In the event of an adverse action proposed or taken against a graduate student, Agency shall provide full cooperation, including access to all relevant documents and staff which may be necessary to enable University to conduct a thorough investigation of the matter and any related due process proceeding.

7. Authority for Agency Site Operations

Agency retains final authority and responsibility for all aspects of Agency operations and patient/client care.

8. Confidentiality

8.1 All materials and reports prepared by a graduate student at the direction of the Agency are confidential and remain the property of Agency.

8.2 A graduate student shall not make any disclosure of matters which are of a confidential nature, including without limitation confidential or proprietary information of the Agency, except that information shall not be considered confidential if it (a) was properly known to the graduate student prior to receipt from Agency, (b) was or becomes a matter of public information or publicly available through no fault or action on the part of the graduate student, (c) is acquired from a third party lawfully entitled to disclose the information to the graduate student, (d) is developed independently by the graduate student, or (e) is required to be disclosed by law, regulation or court order. In the event of a proposed disclosure of otherwise confidential information pursuant to law, regulation or court order, the graduate student shall provide prompt notice to Agency.

8.3 Graduate student will respect the confidential nature of all information regarding patients, clients, and Agency records in accordance with applicable federal, state, and local laws and regulations.

9. Workers' Compensation

9.1. Graduate Students are employees of Agency and Agency shall be responsible for any Workers' Compensation or disability claim filed by a Graduate Student.

10. Non-Discrimination

The parties agree to comply with all applicable federal, state, and local laws, ordinances, and rules, and specifically agree not to unlawfully discriminate against any individual and to comply with all anti-discriminatory policies of the University and Agency.

11. Indemnification and Insurance

- 11.1 The Agency agrees to indemnify and to hold harmless University , its officers, directors, trustees, agents, employees, assignees, affiliates, representatives, joint-venturers, successor corporation(s), and health care personnel, directly or indirectly involved in the Graduate Program from liabilities, claims, actions, suits, settlements, judgments, costs, damages, including medical claims or reasonable expenses and attorney's fees, resulting from arising out of or otherwise be asserted or connected with the Agency's negligent operation or conduct of the Graduate Program.
- 11.2 The Agency shall obtain and maintain, at its own expense, during the Term of this agreement, and any renewal hereof, commercial general liability and professional liability insurance covering against claims for personal and bodily injury or death and property damage resulting from the negligence of the Agency's, it's employees, staff and agents, and all students participating in the Graduate Program. Such policies shall be in the amount of not less than \$1,000,000. per occurrence and \$3,000,000. in the aggregate for general liability and \$1,000,000. each claim and \$3,000,000. in the aggregate for Professional Liability. The Agency is also responsible for any deductible or retention under these policies. The Agency shall furnish University with a Certificate of Insurance as evidence thereof.

12. Relationship of the Parties

Agency and graduate student are performing the services and duties required under this agreement as an independent contractor and not as an employee, agent, partner or joint-venturer with University.

13. Severability

Each paragraph of this agreement is severable from all other paragraphs. In the event of any court of competent jurisdiction determines that any paragraph or subparagraph of this agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

14. Governing Law

This agreement shall be governed by and construed under the laws of the State of New Jersey.

15. Assignment

This agreement may not be assigned by either party.

16. Notice

Any notice to either party hereunder must be in writing, signed by the part giving it, and shall be deemed given when mailed postage prepaid by US Postal Service, first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To University:

With copy to:

Rutgers, The State University of NJ
Graduate School of Applied and
Professional Psychology
152 Frelinghuysen Road
Piscataway, NJ 08854

Rutgers, The State University of NJ
Office of VP and General Counsel
7 College Avenue
New Brunswick, NJ 08901

To Agency: _____
(name & _____
Address) _____

Or such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

17. Paragraph Headings

The paragraph headings in this agreement are used only for ease of reference, and do not limit, modify, construe, or interpret any provision of this agreement.

18. Intellectual Property

The parties do not expect that any intellectual property (such as patents, copyrights, and trade secrets) will be generated out of or as a result of this agreement. In the event that such property should be generated, the parties agree to negotiate in good faith with regard to issues of ownership and control of such property.

19. Entire Agreement: Modification

This agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the authorized representative(s) of Agency and of University execute this agreement on this _____ day of _____, 20____.

UNIVERSITY:
Rutgers, The State University of New Jersey

AGENCY: _____

BY: _____
William S. Troy Executive Director,
Risk Management & Insurance

BY: _____