

November 29, 2012
Encl. #12.2

RESOLVE THAT the Board of Education approves the “Ithaca College School of Health Sciences and Human Performance Standard Affiliation Agreement”, between **Ithaca College** and **Horseheads Central School District**.

ITHACA COLLEGE
SCHOOL OF HEALTH SCIENCES & HUMAN PERFORMANCE
STANDARD AFFILIATION AGREEMENT

THIS AGREEMENT, made this 1st day of November 2012, by and between **Ithaca College**, a New York Educational Corporation with its principal office in Ithaca, NY (hereinafter referred to as the "College"), and **Horseheads Central School District**, Horseheads, NY (hereinafter referred to as the "Facility").

For the purposes of this agreement, "Facility", includes but is not limited to, any one of the following: Hospital, Private Practice, School, Clinic, Nursing Home, Health Care Agency.

WHEREAS, the College conducts educational programs for students preparing for the practice of Physical Therapy, Occupational Therapy, Speech Language/Pathology, Recreation & Leisure Services, Exercise & Sport Sciences, Health Promotion (the "Program") and

WHEREAS, the Facility has facilities well suited to provide clinical training and experience for the students in the Program, and

WHEREAS, the parties hereto are desirous of cooperation in order to produce qualified, client-oriented and clinically trained professionals,

NOW THEREFORE, in consideration of the mutual covenants, promises and provisions hereinafter set forth, it is agreed as follows:

DUTIES AND RESPONSIBILITIES OF THE COLLEGE

1. The College shall be responsible for the administration of the Program, its curriculum content, requirements for matriculation and graduation, grading, records and faculty appointments. Each program will have a designated faculty member who shall serve as liaison between the College and the Facility, coordinate the clinical and academic experiences of the students, assist the on-site instructor when necessary, and in other ways assist the Facility to provide an effective and meaningful learning opportunity for the students.
2. The College's students and faculty shall, at all times, be subject to and comply with all rules, regulations, procedures, and policies of Ithaca College and Facility, including the written policies set forth in the College's student handbook, departmental handbook, and the written policies, procedures, standards of care and protocols of the Facility.
3. The College shall require all participating students to purchase a minimum of \$2,000,000/\$4,000,000 liability insurance.
4. The College shall cooperate fully with the Facility with respect to physical examinations, vaccinations and availability of health records of the College's students participating in the Program. The College shall require each student affiliated at the Facility to furnish to the Facility the necessary health and vaccination documentation required by the Facility.

5. The College agrees to immediately remove a student from assignment at the Facility upon the Facility's request, after the Facility reasonably has determined that such removal is of urgent necessity. The Facility will discuss each particular situation with the designated faculty member prior to requesting removal unless emergency circumstances preclude such discussion.

6. Ithaca College agrees to indemnify and hold free and harmless the Facility, its board of directors, officers, agents, servants, employees and appointees from expenses, claims, lawsuits and judgments which the Facility, its officers, agents, servants, employees and appointees may become liable to pay or defend as a direct result of any negligent act or omission on the part of Ithaca College, its students, guests and appointees which might arise as a direct result of Ithaca College's student internships.

DUTIES AND RESPONSIBILITIES OF THE FACILITY

1. The Facility agrees to make its facilities available upon the terms and conditions hereinafter set forth in order to assist the College in carrying out its educational programs, having due regard for the Facility's primary objectives of providing high quality patient care and treatment.

2. The Facility shall provide appropriate supervision of students by qualified and certified personnel, make available clinical areas for student training, including necessary and appropriate equipment and supplies for administering therapy, shall provide adequate space facilities for clinical instruction, and in general, shall undertake such activities as will permit students participating in the Program to gain clinical expertise.

3. Except as otherwise agreed between the parties, the Facility shall not be responsible for any compensation for services or expenses for medical, meals, travel or other incidental expenses incurred by College students or faculty participating in the Program, nor shall the College become obligated to the Facility or any member of its staff for any expenses or payment. The Facility shall secure emergency medical care at cost to students who become ill or are injured while on duty.

4. The Facility agrees to indemnify and hold free and harmless the College, its board of trustees, officers, agents, servants, employees and appointees from expenses, claims, lawsuits and judgments which the College, its trustees, officers, agents, servants, employees and appointees may become liable to pay or defend as a direct result of any negligent act or omission on the part of the Facility, its board of directors, officers, agents, servants, employees and appointees which might arise as a direct result of Ithaca College's student internships.

CONFIDENTIALITY

1. The students and faculty of Ithaca College shall respect the confidential nature of all information that they have access to, including but not limited to patients' personal health information provided to them orally, contained in patient medical records or maintained on the Facility's electronic system.

2. Ithaca College shall advise all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent applicable. In addition, Ithaca College agrees to provide students and faculty with an overview of the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with the Facility's policies and procedures relative to HIPAA.

3. The Facility agrees to provide students and faculty with training regarding the Facility's policies and procedures relative to HIPAA. Ithaca College and the Facility acknowledge that students and faculty may use patients' personal health information for educational purposes at the Facility and at Ithaca College. To the extent practicable, all information used for such purposes shall be appropriately de-identified so as to remove all data that may be used to connect such information back to the patient to whom it relates.

MUTUAL TERMS AND CONCLUSIONS

1. The parties agree that the number of students to be assigned to the Facility, their schedules and dates of admission shall be mutually arranged and agreed upon at least one month prior to the commencement of each program at the Facility.

2. The College's students and faculty participating in the Program at the Facility shall in no event become nor be deemed to be employees, servants or agents of the Facility, nor shall any person on the staff or administration of the Facility become or be deemed to be an employee, servant or agent of the College.

3. The parties agree to continue their respective policies of nondiscrimination based on sex, age, race, color, creed, national origin, sexual orientation, veteran's status, gender identity or expression, Title IX of the Educational Amendments of 1972 and other applicable laws, including the Americans with Disabilities Act.

4. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA), and that generally student permission must be obtained before releasing specific student data to anyone other than the College.

5. Each paragraph of this Agreement is severable from all other paragraphs and if 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. This Agreement shall be governed by and construed under the laws of the State where the Facility is located.

6. The term of this Agreement shall be three (3) years, unless earlier terminated by the parties upon mutual consent or as otherwise set forth within. After the initial three (3) year term of this Agreement, this Agreement shall renew for successive three (3) year terms by execution of a Letter of Continuity every three (3) years.

7. Either party to this Agreement may terminate the same by giving at least ninety (90) days written notice to the other. In the event that this Agreement is terminated by either party, the students enrolled at the time of termination will be given the opportunity to complete their clinical education at the Facility where they were placed prior to the termination.

8. This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements of affiliation between the Facility and the School. This Agreement may not be modified, amended or rescinded orally. The waiver of a breach of any of the terms hereof shall not be deemed a waiver of any subsequent breach or default of the same or similar nature and shall not in any way affect the terms hereof. No waiver shall be valid or binding unless in writing and signed by the parties. Neither party shall assign any of its rights or obligations under this agreement without the prior consent of the other party. Any such assignment is expressly prohibited and shall be deemed null and void.

9. No party shall use the other's name or logo in any descriptive of promotional literature or communication of any kind without the other's prior written approval.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day of year first above written.

FACILITY

Date: _____

BY: _____

Signature/Name

Its duly authorized representative

Position/Office of

ITHACA COLLEGE

Date: 11/1/12

BY:  _____

John Sigg, Ph.D.

Associate Dean

School of Health Sciences & Human Performance