

AFFILIATION AGREEMENT FOR STUDENT CLINICAL PLACEMENT AND INSTRUCTION

This Affiliation Agreement for Student Clinical Placement and Instruction (hereinafter "Agreement") is made by and between:

Gannon University, Morosky College of Health Professions and Sciences, Occupational Therapy Program, located at 109 University Square, Erie, Pennsylvania 16541 (hereinafter "University")

and

Horseheads Central School District, One Raider Lane, Horseheads, NY 14845 (hereinafter "Clinical Facility").

WITNESSETH:

WHEREAS, University and Clinical Facility agree that the primary purpose of their affiliation and this Agreement is to provide University's students with quality learning experiences; and

WHEREAS, the University has ultimate responsibility for its students learning experiences; and

WHEREAS, the Clinical Facility has ultimate responsibility for its students; and

WHEREAS, University desires to place its students in clinical learning experiences at Clinical Facility; and

WHEREAS, Clinical Facility is willing to receive University students for clinical learning experiences at Clinical Facility and has agreed to allow University students to utilize its facilities for this purpose;

NOW THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits and promises contained herein, the parties hereby agree as follows:

ARTICLE I **Term And Termination**

Section 1.1 The "date of execution" or "execution date" of this Agreement shall be defined as the date upon which it is executed by the parties if they have each executed the Agreement on the same date. Otherwise, the "date of execution" or "execution

date” of this Agreement shall be defined as the date of execution by the party last executing this Agreement.

- Section 1.2 This Agreement shall become effective on the Execution Date and shall continue in effect until terminated as provided in this Article.
- Section 1.3 Upon University's knowledge of a material breach by Clinical Facility of this Agreement, University shall provide an opportunity for Clinical Facility to cure the breach or end the violation and University may terminate the parties affiliation upon written notice if Clinical Facility does not cure the breach or end the violation within the time specified by University.
- Section 1.4 Upon Clinical Facility's knowledge of a material breach by University of this Agreement, Clinical Facility shall provide an opportunity for University to cure the breach or end the violation and Clinical Facility may terminate the parties affiliation upon written notice if University does not cure the breach or end the violation within the time specified by Clinical Facility.
- Section 1.5 Either party may terminate this Agreement for any other reason, not related to a material breach of the Agreement, upon one (1) month written notice.
- Section 1.6 Upon termination of this Agreement for any reason pursuant to Section 1.3, 1.4 and 1.5 said termination shall in no way affect the University's students participating in a clinical learning experience with Clinical Facility at the time of notice of termination.
- Section 1.7 Notwithstanding the foregoing, the parties acknowledge that Clinical Facility retains the right to remove University's students or faculty from a clinical learning experience or from Clinical Facility's location when student care is jeopardized (e.g., unsatisfactory clinical performance, violation of policies or procedures or other misconduct) after consultation with the University, unless the situation dictates immediate removal.

ARTICLE II

Indemnification

- Section 2.1 Each party shall indemnify, hold harmless and defend the other party to this Agreement, its officers, employees, and agents, from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result or arising out of that party's acts or omissions in connection with any nonfulfillment of any undertaking or obligation on the part of that party under this Agreement. In case any claim should be brought or any action or proceeding filed with respect to the subject of this provision, notice of such claim, action, or proceeding shall be promptly given to the other party to this Agreement.

ARTICLE III

Insurance

- Section 3.1 University shall ensure that its students and faculty are covered through a general liability insurance policy, issued to the University, with a limit of at least \$1,000,000.00 per incident/\$3,000,000.00 annual aggregate. At Clinical Facility's request, a copy of the certificate of liability insurance, policy number and amount of insurance coverage shall be furnished to Clinical Facility.

ARTICLE IV

Other Terms

- Section 4.1 This Agreement contains the entire understanding between the parties and supersedes any and all prior agreements and negotiations between them. There are no representations or warranties other than those expressly set forth herein. The provisions of this Agreement shall not be modified or changed except by a written instrument signed by both parties.
- Section 4.2 This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. In the event that any portion of this Agreement is found to be inoperable or against public policy, then this Agreement shall be divisible and said inoperable portion shall not be construed so as to affect the validity of other provisions of this Agreement and such other provisions shall be and remain in full effect.
- Section 4.3 The headings preceding the text of the articles of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.
- Section 4.4 University's students and if applicable, faculty, that are assigned to Clinical Facility under this Agreement shall in no event become or be considered employees or agents of the Clinical Facility nor shall University's students or faculty be used as replacements for Clinical Facility employees.

ARTICLE V

Compliance Responsibilities

- Section 5.1 University certifies that before its students are placed with Clinical Facility, students will have completed all health requirements for clinical learning experiences and conform to health requirements of state and local governments, the Joint Commission for Accreditation of Health Care Organization (JCAHO), the Occupational Safety and Health Administration (OSHA) and Clinical Facility.

Section 5.2 University shall direct its students to comply with the policies and procedures of Clinical Facility, including those governing the use and disclosure of individually identifiable student and health information. Furthermore, University shall train its students with respect to confidentiality requirements for protected student and health information under HIPAA and FERPA regulations.

ARTICLE VI

Notices

Section 6.1 Any notice required to be given under this Agreement, or any communication associate with the performance of this Agreement shall be directed to the following individuals:

To the University:

Gannon University
Academic Clinical Coordinator
Occupational Therapy Program
109 University Square
Erie, Pa 16541-0001

To the Clinical Facility:

Horseheads Central School District
One Raider Lane
Horseheads, NY 14845

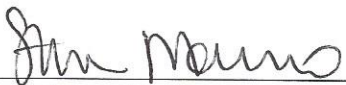
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written below.

Clinical Facility:

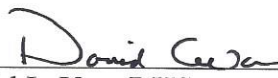
James Jacobus
President, Board of Education

Date

Gannon University:


Steven Mauro, Ph.D.
Provost and Vice President
for Academic Affairs

Date


David LeVan, DHSc.
Chair, Occupational Therapy Program

Date