

THREE VILLAGE CENTRAL SCHOOL DISTRICT
STONY BROOK, NEW YORK

BOARD OF EDUCATION AGENDA MATERIALS

DATE OF BOARD MEETING: October 13, 2021

DATE SUBMITTED: October 8, 2021

OFFICE OF ORIGIN: Educational Services

CATEGORY OF ITEM: Action

TITLE: AFFILIATION AGREEMENT WITH MERCY COLLEGE

Staff Recommendation:

Accept the agreement.

Background-Rationale:

Agreement made for the academic year 2021-2022 between the Three Village Central School District and Mercy College for the purpose of providing clinical experience for clinicians in the areas of study in the attached agreement.

NOT AN OFFICIAL RECORD; SUBJECT TO CHANGE

MERCY COLLEGE
COMMUNICATION DISORDERS PROGRAMS
CLINICAL AFFILIATION AGREEMENT

AGREEMENT made and dated this _____ between Mercy College of Dobbs Ferry, New York (hereinafter referred to as the "College"), and the Three Village Central School District of 100 Suffolk Avenue, Stony Brook, New York 11790 (hereinafter referred to as the "District").

WHEREAS, the College has curriculum in Communication Disorders that conforms to the American Speech-Language-Hearing Association (ASHA) guidelines, and

WHEREAS, clinical education experience is a required and integral component of the communication disorders curriculum, and

WHEREAS, the District recognizes its professional responsibility to participate in the education of communication disorders students, and

WHEREAS, the District wishes to join the College in the development and implementation of clinical education programs for communication disorders students,

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the College and the District agree as follows:

A. The College agrees:

1. To assume full responsibility for planning and implementation of an educational program (the "Program") for communication disorders in compliance with the standards set forth by ASHA and the New York State Department of Education, including the programming administration, curriculum content, faculty appointments, faculty administration, and the requirements for matriculation, promotion, and graduation.
2. To assume the responsibility for screening and selecting students for the clinical education program, and to inform the District of the number of selected students, the names of those students, their area of clinical practice, and their level of clinical experience. Student assignments shall be subject to the District's approval.
3. To assume the responsibility for planning the schedule of student assignments during the clinical education program. The final schedule of student assignments shall be subject to the District's approval.
4. To designate the College's Clinical Education Coordinator who will be responsible for establishing and maintaining ongoing communication and liaison between the College and the District.
5. To confer adjunct faculty status to the District's Clinical Education Supervisor

who is responsible for the planning and implementation of the student's clinical education program at the District.

6. To maintain and retain all records and reports provided by the District to the College regarding each Mercy College student in the clinical education program. These records will be made available to the District upon request.
7. The College shall ensure that the students and faculty members of the College involved in the clinical education program are covered by professional liability insurance, and shall procure and maintain such policies of comprehensive, general liability, professional liability, and such other insurance that shall be necessary, naming the District as an additional insured against any claim for liability, personal injury, and/or death occasioned directly or indirectly by anyone in connection with the College's performance and responsibilities under this Agreement. Each such policy shall provide in the minimum amount of \$1,000,000 per occurrence, and \$3,000,000 in the aggregate and general liability insurance in the minimum amount of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, prior to beginning a clinical education program under this Agreement. A certificate of insurance will be provided upon request. In the event the aforementioned insurance policies are cancelled or not renewed, the College shall notify the District within thirty (30) days of such cancellation or non-renewal.
8. To advise all students in the clinical education program of their responsibility to comply with the existing policies, procedures, rules and regulations of the District, which may include a requirement that the student provide authorization for, or arrange for, a criminal background check.
9. Except as otherwise agreed between the parties, the District shall not be responsible for any compensation or services or expenses for medical, meals, travel, or other incidental expenses incurred by Mercy students or faculty participating in the Program, nor shall Mercy become obligated to the District for any member of its staff for any expenses or payments.
10. Mercy shall provide orientation to its Students participating in the Program to inform and promote compliance with the rules, regulations, policies, and procedures of the District, including, but not limited to, protecting the confidentiality of all information with which the Students may come into contact with regard to District and/or the District's students' records, including medical records.
11. To instruct all students in the clinical education program to respect the confidentiality of patients and clients, and students of the District and their records in accordance with the District's policies and procedures and with the requirements of all applicable Federal, State, and local confidentiality laws, rules, and regulations, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational

Rights and Privacy Act (“FERPA”), and New York State Education Law § 2-d. In addition, both parties acknowledge that information concerning any student of the District or student covered by the terms of this Agreement shall not be released except as provided for by applicable Federal, State, and local law, rule, or regulation, including, but not limited to, FERPA, HIPAA, and Education Law § 2-d. The College agrees to provide guidance to the students in the Program with respect to complying with HIPAA, FERPA, and Education Law § 2-d.

12. To instruct students in ASHA standards including the regulatory text of this standard and explanation of its contents, general discussion on bloodborne diseases and their transmission, exposure control plan, engineering and work practice controls, personal protective equipment, Hepatitis B vaccine, response to emergencies involving blood, how to handle exposure incidents and the post-exposure evaluation and follow-up program.
13. The College or student will provide the District with documentation related to the good health of the student(s) who are participating in the clinical education program. The documentation shall certify that as of the date of a physical examination by a physician, physician assistant, or nurse practitioner, there is no evidence of any health impairment which is of potential risk to patients or which might interfere with the performance of the student’s duties, including the habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter the individual’s behavior.

In addition, the College or student shall provide documentation of the following:

- a. Results from a PPD (Mantoux) skin test for tuberculosis completed prior to the start of the clinical education program and done no less than every year thereafter. If the results are positive, the documentation shall record appropriate clinical follow-up.
- b. A certificate of immunization or serologic evidence of immunity against rubella and measles unless certified by a licensed physician, physician’s assistant, specialist’s assistant or nurse practitioner that immunization with measles and/or rubella vaccine may be detrimental to the student’s health.

A certificate of immunization or serologic evidence of immunity against Hepatitis B and Tetanus/Diphtheria unless certified by a licensed physician, physician’s assistant, specialist’s assistant or nurse practitioner that immunization with Hepatitis B and Tetanus/Diphtheria vaccine may be detrimental to the student’s health.

B. The District agrees:

1. To provide quality student training under the supervision of qualified personnel of the District throughout the clinical education program.

2. To designate the District's on-site ASHA-certified Clinical Education Supervisor

who will be responsible for the planning and implementation of the student's clinical education program at the District in accordance with ASHA requirements, and for establishing and maintaining ongoing communication and liaison between the College and the District.

3. To provide the Clinical Education Supervisor with the necessary time and support services to plan and implement this clinical education program, including time to attend relevant meetings and conferences.
4. To make available appropriate facilities for students, as necessary to implement the Program.
5. To make available space and facilities for clinical instruction at the District, as necessary to implement the Program.
6. To permit students to use the District cafeteria and medical library, if available, in a similar manner to District employees.
7. To have available a written description of the clinical education program being offered, including the basis of evaluation for student clinicians.
8. To permit the College to inspect the facilities at the District and to review the District's clinical education program.
9. To evaluate the performance of the students in the clinical education program regularly and as often as requested by the College, using the evaluation form supplied by the College.
10. To assist any student who may become ill or who may be injured while on duty at the District in gaining access to emergency medical care. Students shall be responsible for charges for emergency medical care to the same extent that any other student at the District is responsible. In the event that care or treatment is required beyond such emergency medical care, the student shall be responsible for the charges for any additional medical care to the same extent that any other student at the District is responsible.
11. The District shall maintain the following insurance coverage for its employees:
 - a. Workers' Compensation insurance with statutory limits for all applicable state regulations and Employers Liability insurance with policy limits of not less than \$1,000,000
 - b. Commercial General Liability insurance for any and all claims for damages due to bodily injury (including death), personal injury, or property damage in the minimum amount of \$1,000,000 per occurrence, and \$5,000,000 in the aggregate.

C. The scheduling of the clinical education program at the District will be determined jointly

by the Clinical Education Coordinator of the College and the Clinical Education Supervisor of the District.

- D.** District agrees to comply with the requirements of FERPA with regard to all student education records to which the District has access.
- E.** The District retains the right, for reasons of patient/client safety, to remove any student who fails to comply with pertinent District policies, rules, or regulations or whose work is not in full accordance with the District's standards of safety. Upon exercising this right, the District will immediately inform the College.
- F.** Neither party will unlawfully discriminate against any employee, student, applicant, or faculty member enrolled in their respective programs because of race, color, creed, national origin, ethnicity, ancestry, religion, age, sex (including pregnancy), sexual orientation, gender, gender identity, transgender status, marital status, familial status, partnership status, disability, predisposing genetic characteristics, alienage, citizenship, criminal conviction, military or veteran status, status as a victim of domestic violence/stalking/sex offenses, unemployment status, or any other legally prohibited basis in accordance with federal, state and city laws. College adheres to federal, New York State and New York City laws and regulations regarding nondiscrimination. Should any federal, state or city law or regulation be adopted that prohibits discrimination based on grounds or characteristics not included here, discrimination on those additional bases will also be prohibited.
- G.** In the event that a student requires reasonable accommodation to participate in the clinical education program, the District will assist the College in providing such reasonable accommodation provided that (i) doing so does not alter the essential functions of the clinical education program requirements, (ii) doing so does not significantly interrupt or interfere with District's operations, (iii) doing so does not create any threat to the health or safety of District's patients, staff and other students, and (iv) the College assumes any additional costs associated with the accommodation.
- H.** In connection with the Affiliation, the College, its students and faculty may have access to certain information of District that is confidential, and they agree not to disclose such confidential information to anyone except as authorized by District's authorized officials. Specifically as to confidential information of students of the District, the College, its students and faculty acknowledge that such information may be highly confidential under HIPAA, FERPA, Education Law § 2-d, and other federal and state laws, and they shall observe the strictest confidentiality as to such student information. Furthermore, the College and the District acknowledge that when the District is a covered entity as defined in the privacy regulations promulgated pursuant to HIPAA, to the extent that College's students and faculty have access to protected health information ("PHI"), as such is defined under HIPAA, due to their participation in the health care training program at the District, it is agreed that for HIPAA compliance purposes only, such students and faculty are deemed to be part of the District's "workforce" and involved in the District's "healthcare operations," as such terms are defined under HIPAA. College's students and faculty shall be subject to the District's policies and procedures governing the use and

disclosure of PHI. The parties further agree that the sponsorship of this program contemplated by this Agreement does not constitute a business associate relationship under HIPAA. Notwithstanding the foregoing, nothing herein shall create or be construed as creating an employer-employee relationship between the District and College's students and faculty.

- I.** The College will indemnify and hold the District harmless from any liability, loss, damage, or expense the District may incur solely as a result of the negligent or unlawful acts or omissions of the College, its officers, agents, employees, or students. The District will indemnify and hold the College harmless from any liability, loss, damage, or expense the College may incur solely as a result of the negligent or unlawful acts or omissions of the District, its officers, agents, or employees.
- J.** This Agreement becomes effective upon its execution and shall have an initial term of one (1) year. Thereafter, this Agreement may be renewed for successive one (1) year terms upon the written agreement of both parties. It is understood that the District is under no obligation to renew this Agreement upon its expiration. This agreement may be modified upon the request of either party giving at least thirty (30) days' notice to the other party of its intention to so modify the same and in which notice the modification requested shall be outlined and if such modification is agreed to by such other party in writing, the same shall become effective at such time. Either party may terminate the agreement by giving to the other at least thirty (30) days' written notice by registered or certified mail, return receipt requested, or prepaid nationally recognized overnight courier, and in which notice the date of termination shall be indicated. The parties agree that the College's failure to comply with any terms or conditions of this Agreement will provide a basis for the District to immediately terminate this Agreement without any liability.
- K.** Each party giving a notice shall address the notice to the appropriate person at the address listed below or at another address as designated by a party in a notice pursuant to this section.

If to College, to: Susan Mulliken, Esq.
Assistant General Counsel
Mercy College
555 Broadway
Verrazzano Hall, Room 105
Dobbs Ferry, New York 10522
Phone: 914-888-5136
smulliken@mercy.edu

If to District, to: Superintendent of Schools
Three Village Central School District
100 Suffolk Avenue
Stony Brook, NY 11790

- L.** This Agreement shall be governed by the laws of the State of New York. Any dispute between the parties arising from or relating to this Agreement shall be brought in the courts in the State of New York.
- M.** The persons signing this Agreement have been duly authorized to do so by and on behalf of the party for whom they are signing.

For and on behalf of the College:

By Kathleen Golisz Date 9/30/2021
Kathleen Golisz, QTD, OTR/L, FAOTA
Interim Dean, School of Health and Natural Sciences
Mercy College

For and on behalf of the District:

By _____ Date _____
Deanna Bavlka,
President, Board of Education