

CLINICAL SITE AFFILIATION AGREEMENT

between

PACE UNIVERSITY

and

[COMPLETE LEGAL NAME OF SITE]

THIS AGREEMENT is made this ____ day of _____, 20__ by and between PACE UNIVERSITY, an educational institution having its place of business at One Pace Plaza, New York, NY

confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent applicable.

9. The University shall ensure that students and faculty have professional malpractice insurance in effect.

10. The University shall ensure that its students participating in the affiliation governed by this Agreement have had a health clearance prior to the start of the educational experience. It is acknowledged that all such students have an ongoing obligation to update the health clearance form if there is a material change in medical condition.

11. The University shall ensure that each of its students whom it proposes to participate in the affiliation governed by this Agreement shall first have submitted to and passed an appropriate background investigation and testing for the presence of illegal drugs before assigning any such person to participate in such affiliation. Such background investigation shall at a minimum consist of appropriate criminal background checks on such persons and confirmation that the prospective employee is not listed in any child abuse registry. Notwithstanding anything to the contrary contained in this Agreement, no University student whom the University reasonably determines to have failed such background investigation or illegal drug testing shall be entitled to participate in the affiliation governed by this Agreement.

12. The Agency will make available the clinical areas for student experience.

13. The Agency will make available space and facilities for clinical instruction, conferences, and locker facilities necessary for the conduct of the clinical educational program.

14. The Agency will provide orientation to participating students and University faculty members relative to its facilities, and its rules, regulations, and procedures, including with respect to its Bloodborne Pathogen Exposure Control plan.

15. The Agency will assist with emergency health care to students and instructors who may become ill or who may be injured while at the Agency. Students and instructors will provide their own health care except in emergencies.

16. The Agency will retain full responsibility for the care of clients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of the Agency and/or the direct or indirect care of clients.

17. Each party and its contractors, employees and agents shall comply with all pertinent federal, state and local statutes, codes and regulations, including, the Family Educational Rights and Privacy Act of 1974

Leach-Bliley Act with respect to student financial information, the Health Insurance Portabi1 0 0 1 72.1e8(n(ea)8(1)-4(t)-4

24. Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such right(s) or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; rather, the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PACE UNIVERSITY