

Affiliation Agreement

Seton Hall University
College of Education and Human Services
Department of Professional Psychology
and Family Therapy

Agreement dated August 15, 2017 between Randolph Board of Education, located at 25 School House Road, Randolph, NJ, 07869 (hereinafter the "Site") and Seton Hall University, located at 400 South Orange Ave., South Orange, NJ, 07079 (hereinafter the "University") which offers graduate programs in counseling, psychology, and marriage and family therapy. The above Parties agree to the following terms of this contract (hereinafter the "Agreement"). Details regarding work schedules and expectations for individual students will be provided in an Appendix to this Agreement prior to the start of each student's placement at the Site.

Site Responsibilities

1. Administrative Services and Support

The administration of the Site agrees to provide the following:

- a. Support. Administrative support including, but not limited to, resources for supervised practicum/internship training as described herein.
- b. Orientation. Comprehensive orientation to the Site, including but not limited to, policies, philosophy, procedures, protocols, rules, and expectations.
- c. Role Models. Commitment to provide a variety of roles models that represent the diversity of professionals in the field. Sites will afford students the opportunity to interact with a diverse staff and client/patient population whenever feasible.

2. Supervision

The designated supervisor at the Site shall provide the following:

- a. Continuity. The supervisor shall provide a continuity of supervision and supervised activities and experiences as described herein.
- b. Expertise. The supervisor shall be a clearly designated licensed or license-eligible professional appropriate to the degree program.
- c. Client welfare. The Site personnel shall provide clinical direction and supervision to the students participating in the program. Site personnel are responsible for all client contact and care and all decisions regarding client care; in the event of a difference of opinion concerning the care of a client, the decision of Site personnel shall prevail and control all parties involved.
- d. Documentation. The supervisor shall certify the number of student hours and appropriate categories of client contact, based upon the student's documentation, to the Site and

University.

- e. Disciplinary Actions. The supervisor will inform the student, Site administration, and Program Coordinator of potential disciplinary issues in a timely manner. The Ethical and Professional Guidelines of the respective accrediting bodies shall serve as the basis for such issues. The Site has the right to immediately and permanently remove any student from the program who fails to follow Site rules and policies or otherwise engages in any unbecoming conduct.
- f. Evaluation. The supervisor shall provide evaluation(s) of each student at intervals specified by the graduate program in which the student is enrolled.

3. Supervised Experiences and Activities

The Site will provide training activities/experiences that are:

- a. integral to the regular performance of the Site's normal professional functions, duties and responsibilities.
- b. affirming of and demonstrating a high regard for human dignity. Students shall not be required to participate in practices that restrict the exercise of civil or human rights of any person or which impair the quality and nature of professional training in psychology as defined by the respective accrediting entities.
- c. continuous and sequenced in an organized manner and encompass a variety of presenting problems.
- d. consistent with the fulfillment of minimum hours and categories of client/patient contact as required by the student's respective program.
- e. facilitative of audio and videotaping of student interaction with clients, if appropriate to client welfare, and not prohibited by Site policy.
- f. conducive to opportunities for research in applications of theory and practice if possible and practical.
- g. necessary to meet requirements established by state policy-making boards.

4. Evaluation

- a. Each student will be evaluated according to clearly pre-defined criteria and a schedule as specified in the Appendix.
- b. Evaluations will be shared orally with the student and provided in written form to the administration of the Site, the student, and the director of the Program.

5. Data Security

- a. Protection of Confidential Data: The Site agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party

that receives education record information from the University may use the information, but only for the purposes for which the disclosure was made.

- b. Definition: *Covered data and information (CDI)* includes paper and electronic student education record information: 1) supplied by the University and/or the University's students to the Site or 2) created by the Site in connection with the Agreement between the parties.
- c. Acknowledgment of Access to CDI: The Site acknowledges that the Agreement allows the Site access to CDI.
- d. Prohibition on Unauthorized Use or Disclosure of CDI: The Site agrees to hold CDI in strict confidence. The Site shall not use or disclose CDI that it creates or is received from or on behalf of the University (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by the University. The Site agrees not to use CDI for any purpose other than the purpose for which the disclosure or creation was made.
- e. Return of CDI: Upon termination, cancellation, expiration or other conclusion of the Agreement, the Site shall return all CDI to the University or, if the CDI was provided by a student, the Site shall return the CDI to the student.
- f. Maintenance of the Security of Electronic Information: The Site shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of the University or its students, or created by the Site. These measures will be extended by contract to all subcontractors used by the Site and shall survive the termination or expiration of this Agreement.
- g. Remedies: If the University reasonably determines in good faith that the Site has materially breached any of its obligations under this Section, the University, in its sole discretion, shall have the right to terminate the Agreement immediately if cure is not possible.
- h. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: The Site shall, within one (1) day of discovery, report to the University any use or disclosure of CDI not authorized by this Agreement or in writing by the University. The Site's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Site has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Site has taken or shall take to prevent future similar unauthorized use or disclosure. The Site shall provide such other information, including a written report, as reasonably requested by the University.

6. Insurance

- a. Throughout the term of this Agreement, the Site agrees to provide and maintain General Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per

occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year, and School Board Legal Liability insurance coverage in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in the aggregate, per year, for its employees, staff and volunteers participating in the Program. The Site shall provide the University with evidence of such coverage upon request. The Site further agrees to include and list the University as an additional insured. The insurance coverage provided to the University as an additional insured shall be primary and non-contributory.

- b. In addition, the Site shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for the Site employees in connection with their activities under this Agreement.

7. Representation and Warranty

The Site represents and warrants to University that Site and its members, directors, officers, employees and agents (collectively “Personnel”) (i) are not listed on the General Services Administration’s Excluded Parties List System (“GSA List”), and (ii) are not suspended or excluded from participation in any federal health care programs, as defined under 42 U.S.C. § 1320a-7b(f), or any form of state Medicaid program (collectively, “Government Payor Programs”), and to the Site’s knowledge, there are no pending or threatened governmental investigations that may lead to suspension or exclusion of Site or Personnel from Government Payor Programs or may be cause for listing on the GSA List. The Site agrees to notify the University of any suspension or exclusion from Government Payor Programs within three (3) business days of the Site’s first learning of it. The University shall have the right to immediately terminate this Agreement upon learning of any such suspension or exclusion.

University Responsibilities

1. Administrative services and support

- a. Support. Appropriate administrative support for supervised practica/internship training as described herein.
- b. Orientation. Comprehensive orientation to the Program curriculum regarding the purpose and nature of the practica/internship experience, including but not limited to policies, philosophy, procedures, protocols, rules, and expectations.

2. Supervision

The designated Program Coordinator (hereinafter “Coordinator”) shall provide the following:

- a. Continuity. The Coordinator shall provide a continuity of supervision and supervised activities and experiences as described herein, acting as (1) the liaison between the Site Supervisor, the University, the student(s), the Course Instructor of the Practicum/Internship (if different from the Coordinator) and (2) the principal monitor of students’ clinical development.
- b. Expertise. The Coordinator shall be a licensed or license-eligible professional appropriate to the degree program.

- c. Client contact. The Coordinator may recommend appropriate categories of client contact.
- d. Documentation. The Coordinator shall maintain documentation of the number of each student's hours and categories of client contact, based upon each student's documentation, available to the Site and University.
- e. Disciplinary Actions. The Coordinator will address disciplinary issues as brought forth by the parties to this Agreement. The Ethical and Professional Guidelines of the respective accrediting bodies shall serve as the bases for such issues as well as Program policies.
- f. Criminal History Background Check – Provide the Site with evidence that the student(s) have successfully completed a criminal history background check.
- g. Confidentiality – Ensure that the student(s), agents and employees of University maintain the confidentiality of any confidential information which they learn or receive during the program and ensure that confidential information belonging to the Site never leaves the Site.

3. Insurance

- a. The University shall provide appropriate benefits to any faculty member who is injured in a clinical-related situation while engaged in the program at the Site and shall assume any obligations that may be imposed by the State's Workers Compensation law in connection with injuries or disabilities sustained by reason of accident or occupational disease arising out of, or in the course of, such faculty member's participation while present at the Site. By University policy, students are responsible for maintaining personal health coverage insurance in the event of accident or injury.
- b. Throughout the term of this Agreement, the University agrees to provide and maintain General Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year, and Licensed Professional Liability insurance coverage for each student and faculty member participating in the required curriculum activities of the program at the Site in the amount of one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate, per year. The University further agrees to include and list the Site as an additional named insured on said policies it shall not cancel said policies of insurance without providing the Site with thirty (30) days advance written notice thereof. The University shall provide the Site with evidence of such coverage upon request.

Joint Responsibilities

- 1. It is mutually agreed and understood that nothing in this agreement implies an employee/employer relationship between University instructors or students and the Site. It is mutually agreed and understood that nothing in this agreement implies an employee/employer relationship between SITE and University students and employees participating in the program.
- 2. The University agrees to defend, indemnify and hold harmless the Site, its affiliates, subsidiaries, and parent and their directors, trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable

attorney's fees and expenses incurred in the defense thereof) for anything arising directly or indirectly from of the negligent or intentional acts or omissions of the University, its agents, employees, students or its Coordinator arising directly or indirectly from the practicum/internship training under this Agreement. If the Site incurs any expenses, including but not limited to attorneys' fees, in connection with enforcing University's obligation to defend, indemnify and/or hold the Site harmless, University agrees to reimburse the Site for any and all such expenses.

3. Each party agrees that it shall give the other party prompt written notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above.
4. Site agrees that in the event that indemnification is sought under this provision, Site shall furnish the University, upon request, all information and assistance available to University for defense against any such claim, suit, or demand.
5. This agreement shall be governed, interpreted, and construed in accordance with the laws of the State of New Jersey.
6. Both parties agree not to discriminate against any student, in any manner whatsoever on account of race, creed, color, religion, veteran's status, marital status, gender, pregnancy, age, national origin, ancestry, affectional or sexual orientation, disability, gender identity or expression, domestic partnership or civil union status, genetic information or membership in any other class protected by state or federal law.
7. All notices to the parties must be in writing, signed by the party giving it, and shall be deemed delivered when delivered in person or three (3) days after deposit in the United States mail, postage prepaid, addressed as follows:

University Representative

Maureen Gillette, Ph.D.
Dean, College of Education and Human Services
468 Jubilee Hall
Seton Hall University
400 South Orange Avenue
South Orange, NJ 07079

Site Representative

Name & Title Mr. Alfredo Z. Matos, Board of Education President -

Site: Randolph Township Schools

Address: 25 School House Road

City, State, Zip: Randolph, NJ 07109

The term of this Agreement shall be from September 1st, 2017 until December 23rd, 2017.

9. This Agreement may be terminated at any time by mutual consent of the parties or it may be terminated by either party upon thirty (30) days written notice to the other party at the address provided above with or without cause. In the event of a nonconsensual termination of this Agreement by either party, such termination shall not become effective until the students then involved in the internship/practicum have an opportunity to complete the current semester unless termination is due to the misconduct or failure to follow the Site's rules by any employees, agents or students of the University who are participating in the program
10. All matters of material concern to the Site and University in connection with the Program shall be discussed by the parties as the need to do so arises.

In witness hereto, the parties affix their signatures.

SITE

By: _____
Mr. Alfredo Z. Matos
Board of Education President

Dated: _____

SETON HALL UNIVERSITY

By: _____
Karen E. Boroff, Ph.D.
Interim Provost and Executive Vice President

Dated: _____