

P-10

CLINICAL SITE AFFILIATION AGREEMENT

between

PACE UNIVERSITY

and

Township of Union Public Schools

THIS AGREEMENT is made this 2 day of September, 2020 by and between PACE UNIVERSITY, an educational institution having its place of business at One Pace Plaza, New York, NY 10038 (hereinafter referred to as the "UNIVERSITY"), and Township of Union Public Schools having its place of business at Township of Union Public Schools in the City of Union in the State of NJ (hereinafter referred to as the "AGENCY").

It being the intent of the University and the Agency to cooperate for the education of University students of Psychology and for good and valuable consideration, the exchange, receipt, and adequacy of which is hereby acknowledged by the countersignatures below of duly authorized signatories of each party, the University and the Agency hereby covenant and agree as follows ("Agreement"):

1. The University will assume full responsibility for planning and execution of the educational program in Psychology including programming, administration, curriculum content, faculty appointments, faculty administration, and the requirements for matriculation, promotion and graduation.
2. The University will have responsibility for planning the schedule of student experiences and for making individual assignments. The University will notify the Agency in advance of its planned schedule of student assignments to clinical areas including the dates, number of students and instructors and type of experience. This schedule shall require approval by the Agency, which approval shall not be unreasonably withheld, delayed, or conditioned.
3. The University will withdraw any student from the clinical area when the student is unacceptable to the University or the Agency for reasons of health, unacceptable practices or performance.
4. The University will keep all records and reports on students' clinical experience.
5. The University will provide orientation for the Agency staff regarding the educational program.
6. The University shall direct students and instructors to comply with the rules and regulations of the Agency, of which the Agency has advised the University in writing, insofar as they may pertain to the activities of both while in the Agency.
7. The University shall advise students and direct University instructors, if any, to respect the confidential nature of all medical or personnel information relating to the Agency. The University shall advise all students and University 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.
8. The University shall ensure that students and faculty have professional malpractice insurance in effect.

9. 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 such student's medical condition.

10. 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.

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

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

13. 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.

14. 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.

15. 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.

16. 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 ("Buckley Amendment") with respect to personally identifiable student education records, the Gramm-Leach-Bliley Act with respect to student financial information, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) with respect to medical records and applicable provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 relating to Equal Employment Opportunity, section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, and section 503 of the Rehabilitation Act of 1973. Agency and its contractors, employees and agents shall obtain and maintain in full force and effect, all necessary permits, licenses and authorizations required by governmental and quasi-governmental agencies.

17. Each party agrees to cooperate with each other in connection with any internal investigations by Pace or Agency of possible violation of their respective policies and procedures and any third party litigation, except that Pace shall not be required to have any contact with any Union or Union representatives of Agency's employees or subcontractors or participate in any Union grievance or other proceedings relative to Agency's employees or subcontractors except as a fact witness.

18. Each party agrees to defend, indemnify, and hold harmless the other party, its successors and assigns, and their respective employees and agents to the fullest extent permitted by law from and

against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted by such party's employees, employees of such party's subcontractors or agents, or any other persons for loss, damage, death, or injury to persons or property arising in any manner out of or incident to such party's performance or nonperformance of this Agreement.

19. This initial term of this Agreement covers the period 9/2/2020 12:00 AM through 7/31/2021 12:00 AM and shall be deemed automatically renewed on an annual basis thereafter upon the same terms and conditions unless terminated by any party hereto upon at least sixty (60) days written notice prior to the annual renewal date. In the event of termination, students enrolled and in good standing as of that date shall not be prejudiced thereby with respect to completion of their clinical clerkship.

20. Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of New York, County of New York.

21. All notices to Pace University in connection with this Agreement shall be sent to:

Pace University
861 Bedford Road
Pleasantville, NY 10570
Attn: Arlene Bocskocsky

with simultaneous copies to:

Pace University
 One Pace Plaza
 New York, NY 10038
 Attn: Vice President for Finance

and

Pace University
 One Pace Plaza
 New York, NY 10038
 Attn.: University Counsel

All notices to the Agency in connection with this Agreement shall be sent to:

Township of Union Public Schools
 Attn: Dr. Brian Kaufman
 2369 Morris Avenue
 Union, NJ 07083

22. This Agreement, together with any exhibits or addenda annexed hereto, is the sole, complete, and exclusive expression of the parties' intent with respect to the subject matter hereof. Notwithstanding the foregoing, in the event of any conflict or discrepancy between the terms and conditions of this Agreement and those of any exhibit, rider, or addendum hereto, the terms of this Agreement shall

control. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.

23. 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

TOWNSHIP OF UNION PUBLIC SCHOOLS

By: _____

By: _____

Joseph A. Capparelli
Vice President for Finance
and Controller

Name: _____

Title: _____

Date: _____

Date: _____