Master Student Affiliation Agreement

This Agreement is entered into between ____________________________
("Facility"), and the University of Maine System, acting through the University of Southern
Maine, (the Institution) a public, non-profit educational institution located in Maine.

Recitals:
1. Institution is an educational institution with approved programs within various
   educational disciplines (hereinafter the "Programs"), which are benefitted by educational
   experiences and training for students therein enrolled.
2. Facility operates facilities and employs or has arrangements with professionals and is
   able to provide educational experience and training required by the Programs sponsored
   by the Institution.
3. It is to the benefit of the Institution that the resources of Facility be made available to its
   students and faculty for the provision of educational experiences and training toward
   attainment of the goals of the Programs. It is beneficial to both the Institution and Facility
   to collaborate in the educational preparation of students enrolled in the Programs so as to
   promote excellence in care, support professional competence, and afford maximum
   utilization of community resources.

Now, therefore, in consideration of the mutual promises herein contained, and other good and
valuable consideration, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish procedures and guidelines for the
   provision of educational experiences within the facilities operated by Facility for students
   of the Programs (the educational experiences of the Institution taking place at Facility
   shall be referred to as the "Educational Programs"). Educational Programs include
   programs seeking academic credit for their placement or in conducting research for either
   academic credit or community service credit.

2. Term. The term of this Agreement shall be for a period of One (1) year beginning on
   _________________, 20__ and ending _________________, 20__. This
   Agreement shall be renewed automatically for additional terms of One (1) year each,
   unless either party provides notice to the other no less than Ninety (90) days prior to the
   end of the then current term that they wish to terminate the Agreement as of the end of the
   current term.

3. General Compliance. During the term of this Agreement, the Facility and Institution shall
   comply with all applicable laws, rules and regulations relating to or pertaining to its
   existence and operations and shall secure and maintain all applicable approvals,
   certifications, accreditations, or licenses in order to execute its obligations under this
   Agreement.

4. Standards of Conduct. During the term of this Agreement, Institution and any students
   participating in Educational Programs shall comply with the Facility policies and
   procedures which have been provided to the Institution at the time of execution of this
   Agreement, and may be updated as needed, after written notice.

5. Responsibilities and Duties of Institution. In addition to the other responsibilities and

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duties required under this Agreement, Institution shall during the term:
A. Present students for participation in the Educational Program who have adequate prerequisite instruction and who, in the discretion of the faculty of the Institution, have adequately fulfilled the prerequisite requirements of the curriculum for the Educational Program.
B. Indemnify and hold Facility and its trustees, officers, employees and/or agents harmless from and against any and all claims and liabilities, including reasonable attorney's fees, relating to personal injury or property damage to the extent caused by the negligent acts or omissions of the Institution, its directors, employees, students and/or agents in connection with or arising out of this Agreement. This indemnification obligation shall not apply to any claim for which Institution would not be liable under the Maine Tort Claims Act (14 M.R.S.A. § 8101, et seq.) if such claim were made directly against Institution and Institution shall continue to enjoy all rights, claims, immunities and defenses available to it under law.
C. Advise Facility no less than Thirty (30) days prior to the commencement of the Educational Program of the names of students who will participate in the Educational Program and the dates (start date and end date), total hours, and days/times each such student will be assigned to educational experiences as determined by the Educational Program curriculum and students' class schedules, except in the case of Social Work, where students interview and negotiate their schedules. Students are not to start educational experiences on site until all clearance and orientation requirements have been met and confirmed in writing. In the case of pre-doctoral interns in School Psychology and Masters’ students in Counselor Education, selection of students will be up to the Facility and not the Institution.
D. Provide the services of a faculty, administrative, and/or leadership member of the Program who will:
   i. Plan, in conjunction with staff member(s) of Facility, the educational experiences and assignments which will fulfill the educational requirements of the curriculum for the Educational Program; and
   ii. Meet with staff member(s) of Facility to discuss the quality of the educational experiences and any problems that may have arisen in the provision of those experiences; and
   iii. Designate a qualified person (providing contact information - email, address, phone and fax) who will coordinate and communicate with Facility regarding implementation of this Agreement throughout its Term and propose to Facility educational schedules for participating students, which schedules shall be subject to approval and modification by Facility.
   iv. Upon written request, submit documentation evidencing licensure by the applicable Board for all its faculty members participating at the Facility under this Agreement.
E. Retain responsibility for the education of students in and for the curriculum of the Educational Program, its design, delivery and quality.
F. Acknowledge that each student and faculty member participating in the Educational
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Program must receive proper orientation from Facility regarding all required licensing/accreditation topics including the Health Insurance Portability and Accountability Act ("HIPAA") prior to beginning their educational experience on site and provide all needed documentation requested to include but not be limited to a confidentiality statement prior to beginning their education experience on site.

G. Explain to Facility the philosophy, purposes, and objectives of the Educational Program, the curriculum of the Institution of which the Educational Program is a part, and the criteria for selection of educational experiences for the students.

H. Notify Facility as soon as practical of any changes in: the Educational Program or policies or procedures relating to the Educational Program; designations of faculty to participate in the Educational Program; designation of the Institution's coordinator for the Educational Program; assignment of students to the Educational Program, or attendance of students in the Educational Program.

I. Arrange cooperatively with Facility for the orientation of students and faculty to the educational area at Facility.

J. Upon request, evaluate annually the effectiveness of the Educational Program and communicate with Facility regarding the evaluation.

K. Require that its students: appear in such dress as is prescribed by or acceptable to Facility; observe the hours of educational participation agreed upon by Facility and the Institution; and participate in relevant departmental activities.

L. Be responsible for the maintenance and replacement of its own equipment used in the Educational Program.

M. All students and faculty of the Institution assigned to Facility pursuant to this Agreement must provide confirmation that all students and on site faculty have, based upon vaccination records or proof of immunity, current and appropriate vaccination or proof of immunity for (1) measles (Rubeola), mumps and Rubella (German Measles), (2) Varicella (chicken pox), (3) influenza or declination on file at Facility completed for the defined influenza season, (4) Tuberculin test (PPD) negative results or positive results with documentation of TB not being active completed no later than within a year of student experience (can also be referred to TST tuberculin skin testing), (5) Hepatitis B or declination on file at Facility (for students with direct resident/patient contact), and (6) Pertussis usually administered with tetanus diphtheria or declination on file at Facility (for students with direct resident/patient contact).

N. Have the student provide to Facility, if required, the results of a Maine Criminal Background check conducted at the expense of the student or the Institution prior to the placement of the student. The decision as to the acceptance of a student is the Facility's to make unilaterally.

6. Responsibilities and Duties of Facility. In addition to other responsibilities and duties required under this Agreement, Facility shall during the term:

A. Make provision for supervised educational experiences for students that fulfill the curriculum requirements of the Educational Program and meet the objectives agreed upon by the Institution and Facility.

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B. Provide the Institution with the number of student placements available or reasonable notice in the event it is unable to place Institution students.

C. Provide the Institution's participating students and faculty with an orientation to Facility, or orientation packets about Facility.

D. Provide, to the extent feasible and reasonably practicable, the services of staff members who will:
   i. If relevant, assist the Institution's coordinating faculty members with the planning of educational experiences and educational assignments; and
   ii. Communicate with the Institution's coordinating faculty members to discuss the quality of the educational experiences and any problems which may have arisen in the provision of those experiences.

E. Provide for qualified supervision of all educational activities. Facility shall retain sole responsibility for patient/client/pupil care. Students will be supervised by a professional licensed in the jurisdiction where the Facility is located.

F. Allow faculty members of the Institution access to the property of Facility for the purposes of coordinating, observing and instructing students engaged in educational experiences.

G. Provide, on forms furnished by the Institution or as otherwise approved by the Institution, any needed or appropriate evaluation and report on the performance of each student participating on a full-time basis. Facility agrees to implement and maintain reasonable safeguards to ensure the security and confidentiality of student records and information, protect against anticipated threats to the security or integrity of such records and information and protect against unauthorized access to, or use of, such records and information that could result in substantial harm or inconvenience to the student. Facility shall not use or disclose student information received from or on behalf of the Institution (or its students) except as permitted or required by the Agreement or as required by law.

H. Determine, in its own discretion, but after consultation with the Institution, the maximum number of students who may participate in the Educational Program.

I. Orient students and faculty as to all applicable facilities, roles, regulations, quality requirements, policies, and procedures of Facility (including all applicable policies relating to the privacy and confidentiality of health care information) as they relate to the activities of students participating in the Educational Program. Facility shall also notify the Institution of any changes in facilities, rules, regulations, quality requirements, policies, or procedures that could materially affect the Educational Program. Provide students and faculty with educational materials and training addressing (i) the principles and requirements of HIPAA, and (ii) Facility policies and procedures relative to HIPAA.

J. Provide space for meetings and discussions for the Institution's faculty and students to the extent that appropriate space is available.

K. In the case of School Psychology pre-doctoral interns and Master's students in Counselor Education, provide private office space adequate for individualized assessment, consultation and therapy.

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L. Be responsible for maintenance and replacement of its own equipment used in the Educational Program.

M. Allow the Institution to identify Facility as a provider of educational affiliation in the Institution's catalogs and materials relating to recruitment of students, subject to prior approval by Facility.

N. Comply with all regulations and laws, including those affecting health and safety and exposure to blood or other potentially infectious bodily fluids, including providing to students the same testing and counseling provided to the Facility's employees.

O. Provide initial emergency care, if available, for students who are injured or become ill while on duty in an assignment at Facility. It is understood that students (or their parents or guardians as the case may be) shall be responsible for their own medical expenses, whether incurred at Facility or elsewhere.

P. Indemnify and hold Institution and its trustees, officers, employees and/or agents harmless from and against any and all claims and liabilities, including reasonable attorney's fees, relating to personal injury or property damage to the extent caused by the negligent acts or omissions of the Facility, its directors, employees and/or agents in connection with or arising out of this Agreement.

Q. At all times when a Counselor Education student is working on site, there will be another facility employee on site to assist with emergency situations.

7. Termination. Either party may terminate this Agreement by providing the other party with no less than Ninety (90) days written notice prior to the effective date of the termination. If notice of termination is given by either party, students currently assigned to Facility by the Institution shall be permitted to complete their Educational Program at Facility, unless continued participation in the Educational Program would not be reasonably practical for Facility or the Institution.

8. Non-Employee Status. Although the parties understand and agree that students and faculty of the Institution participating in the Educational Program are deemed to be part of the work force of Facility for purposes of 45 C.F.R. Section 160.103 (HIPAA), the parties also understand and agree that students and faculty of the Institution participating in the Educational Program shall not serve or be classified as employees of Facility. Except for pre-doctoral interns in the School Psychology Program and Counseling students, students and faculty shall not be entitled to any compensation for participation in the educational experience, and neither students nor faculty participating in the educational experience, nor the Institution, shall be entitled to any payment from Facility for any vacation pay, paid sick leave, retirement benefits, social security, worker's compensation, health, disability, professional malpractice or unemployment insurance benefits or any other employee benefits of any kind. School Psychology pre-doctoral interns and Counseling students may receive monetary compensation from the Facility in the form of a stipend. Nothing in this Agreement shall preclude receipt by Facility of compensation from any person or entity for services performed by a student in the Educational Program. It is intended that for all purposes the students shall be considered students of the Institution and not employees of Facility or the Institution.

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9. Insurance. Institution shall maintain, and on request furnish proof of, commercial general liability insurance (including coverage for professional malpractice of students while in practicum) in an amount of coverage of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate, insuring against the negligent acts or omissions of University students or faculty participating in the Educational Program at the Facility pursuant to this Agreement.

10. Non-Discrimination. The parties agree that during the term of this Agreement, they will not engage in any form of discrimination on the basis of race, national origin, religion, sex, color, age, disability, sexual orientation, including transgender status and gender expression, veteran's status, genetic information, citizenship status or any other basis that is or may become a prohibited consideration or classification. The Institution encourages the employment of individuals with disabilities.

11. Assignment. This Agreement may not be assigned by the Institution without the express written consent of Facility.

12. Integration. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements or understandings with respect thereto. This Agreement shall not be modified in any way, except in writing, signed by both parties.

13. Waiver. Failure of any party to insist upon strict compliance with any of the terms of this Agreement in one or more instances shall not be deemed to be a waiver of its rights to insist upon such compliance in the future.

14. Applicable Law. This Agreement shall be construed and governed in accordance with the laws of the State of Maine, except for its conflict of law provisions.

15. Forum Selection. Any proceeding arising between the parties and any matter pertaining to this Agreement shall be brought exclusively in the State or Federal Courts located in the State of Maine.

16. Agreement Binding. This Agreement shall bind the parties hereto, their heirs, successors and permitted assigns.

17. Notices. Any requirement to "notify" or "for notice" or "notification" in connection with this Agreement shall be in writing and shall be effective when delivered personally, including Federal Express, Express Mail, or some other courier service or Five (5) days after deposit into the United States Mail, Certified Mail, Return Receipt Requested, first class postage prepaid, addressed to such party at the address set forth below. Either party may designate a different address by written notice.

If to Institution, to:  

If to Facility, to:  

18. Third Parties. Facility and Institution agree that it is not their intent to create any enforceable rights in third parties by the execution of this Agreement.

19. Amendment. This Agreement may only be amended by a writing signed by both parties.

20. Student Removal. Institution shall accord the Facility the right to suspend or terminate

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the affiliation of any student for reasons of unsatisfactory performance, a medical condition which renders the student unable to perform Program requirements with reasonable accommodation, or other reasonable causes. Any action which may result in suspension or termination will not take effect until an Institution representative and a Facility representative have discussed the situation and have come to an agreement on the appropriate action to be taken. This does not limit the right of the Facility in its sole discretion on any specific occasion to deny the privilege of practice or participation in the Educational Program at the Facility when in the considered opinion of the Facility, it is in the best interest of its clients to do so.

In Witness Whereof, the parties have executed this Agreement effective as of the day and year first above written.

Facility

By: ________________________________.

Title: ______________________________.

Institution

By: ________________________________.

Title: ______________________________.

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