

AGREEMENT, by and between THE CITY UNIVERSITY OF NEW YORK (the "University"), a corporate body existing pursuant to Article 125 of the Education Law of the State of New York, having its principal place of business at 205 East 42nd Street, New York, New York 10017, on behalf of:

New York City College of Technology College

(the "College"), an educational unit of the University, having an address at _____,

300 Jay Street, Brooklyn, NY 11201,

and Community Health Center of Richmond,

(the "Agency"), having its principal place of business at _____

439 Port Richmond Avenue, Staten Island, NY 10302.

WHEREAS, the College has a curriculum in Dental Hygiene (the "Program"); and

WHEREAS, the College desires that its students and faculty members be permitted to utilize the facilities of the Agency in order to meet the objectives of the Program; and

WHEREAS, the Agency has qualified professional and clinical facilities for student instruction and training, and is willing to make its facilities available for such purposes;

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

ARTICLE I. RESPONSIBILITIES OF THE COLLEGE

The College will:

- a. assume responsibility for the planning and execution of the Program, including administration of the Program, curriculum content, evaluation, faculty appointments and the requirements for matriculation, promotion and graduation;
- b. provide faculty for the instruction in the Program who shall collaborate with the appropriate Agency personnel in planning, selecting and evaluating clinical experiences at the Agency;
- c. designate one or more coordinators who shall confer at regular intervals with the liaison designated by the Agency and with other Agency personnel involved in the Program, to insure maintenance of the high educational level of the Program;
- d. prior to assignment of students, furnish to the Agency a list which will include the number of students and faculty to be assigned to the Agency and clinical areas and dates of assignment requested;
- e. maintain records and reports on each student's clinical education experience at the Agency;

- f. instruct students and faculty that they must abide by the rules and regulations of the Agency including those governing the use and disclosure of individually identifiable health information under federal law;
 - g. instruct students and faculty that each patient's condition and medical records are confidential and must be treated as such; and
 - h. provide the Agency with a statement that the students and faculty participating in the Program have met the following health requirements:
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ARTICLE II. RESPONSIBILITIES OF THE AGENCY

The Agency will:

- a. continue to be responsible for patient care in all instances;
- b. designate a liaison who shall be responsible for the coordination and implementation of the Program at the Agency;
- c. provide sufficient facilities, services, space, equipment and supplies in order for the Program to meet the requirements set by the College for clinical experience and instruction;
- d. permit the College's students and faculty to use the Agency's cafeteria and library;
- e. provide orientation to the College's faculty and students, which orientation shall include familiarity with facilities, policies, procedures, and rules and regulations, as appropriate; and
- f. make emergency medical treatment available to students and faculty for injuries and illnesses which may occur at the Agency during the time of their participation in the Program. Any student or faculty member receiving such emergency services shall be financially responsible for the charges therefor.

ARTICLE III. LACK OF MONETARY CONSIDERATION

The Agency shall pay no stipend or other monetary consideration to the University, College, faculty or students, nor shall the University, College, faculty or students pay any monetary consideration to the Agency with respect to this Agreement.

ARTICLE IV. NON-DISCRIMINATION

The parties shall comply in every respect with all applicable provisions of all City, State, and Federal statutes, rules and regulations which prohibit unlawful discrimination against any employee, applicant for employment, student or applicant for admission because of race, color, religion, sex, age, marital status, veteran status, handicap, disability, national origin or sexual orientation, genetic predisposition or carrier status. The Agency shall promptly notify the College of any complaint of discrimination made to it by any student or employee of the College.

ARTICLE V. TERMINATION OF PARTICIPANTS

- a. The Agency may request the College to terminate the clinical experience of any student or terminate the participation of any faculty member, when the health status of that student or faculty member is detrimental to the services provided to the patients or staff of the Agency.
- b. The Agency may request the College to terminate the clinical experience of any student whose conduct or behavior is detrimental to the operation of the Agency and/or patient care. No student's clinical experience shall be terminated until the grievance against any such student has been discussed with the College's Program Coordinator; provided, however, that immediate action may be taken in the event of an emergency and when same is required to protect patient care or welfare.

ARTICLE VI. WORKERS' COMPENSATION

The University and the College shall assume any and all obligations imposed by the Workers' Compensation Law of the State of New York insofar as an employee of the University or College may sustain injury or disability by reason of accident or occupational disease arising out of, or in the course of, the scope of his or her employment with the University or College, for activities occurring at the Agency and in the implementation of this Agreement.

ARTICLE VII. NO EMPLOYEE/EMPLOYER RELATIONSHIP

No employee of the University or College or any student participating in the Program shall be considered an employee or agent of the Agency. No employee or agent of the Agency shall be considered to be an employee or agent of the University or College.

ARTICLE VIII. NOTICE

All notices required or desired to be given hereunder shall be in writing and shall be sent by hand delivery or overnight courier to the following:

- a. If to the Agency:

Community Health Center of Richmond, 439 Port Richmond Av, SI NY 10302

- b. If to the College:

NYC College of Technology, Namm 323, 300 Jay St, BK NY 11201

With a copy to:

Office of the General Counsel
The City University of New York
205 East 42nd Street, 11th Flor
New York, New York 10017

or to any such address(es) or addressee(s) as may be hereafter designated by notice. Any notice shall be deemed to have been given on the date of its actual receipt.

ARTICLE IX. TERM, RENEWALS AND TERMINATION

- a. This agreement shall become effective as of July, 2014 and shall continue in full force and effect until terminated by either party giving sixty (60) days written notice to the other party.
- b. Such termination shall not take effect with respect to students then currently enrolled in or scheduled to participate in the Program, and such students shall be allowed to complete their clinical experiences.

ARTICLE X. MERGER, MODIFICATION AND WAIVER

This Agreement constitutes the entire understanding between the parties, and may be modified only in a writing signed by an authorized representative of each party. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and effect and will not be terminated.

ARTICLE XI. ASSIGNMENT

Neither party shall assign, transfer, convey or otherwise dispose of this Agreement, or any right, title or interest herein, without the prior written consent of the other party and the University Office of the General Counsel.

ARTICLE XII. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

ARTICLE XIII. WAIVER

Waiver by either party of a breach of any provision of, or right under, this Agreement shall not operate or be construed as a waiver of any other or subsequent breach of the same provision or right, or of any other provision or right under this Agreement.

ARTICLE XIV. HOLD HARMLESS

The University agrees, to the extent authorized by law, to hold the Agency harmless from and indemnify it in the amount of any settlement or final judgment of a court of competent jurisdiction to the extent such settlement or judgment is based on the negligence of the University or the College, or any of their trustees, officers or employees when acting within the course and scope of their employment in connection with this Agreement, except insofar as the claim or action giving rise to such settlement or judgment arises out of the acts or omissions of the Agency, or any of its trustees, directors, officers, employees or agents. The University's obligation under this Article XIV shall not arise where, or to the extent that, the injury or damage that is the basis for such claim or action resulted from intentional wrongdoing or reckless conduct on the part of any such trustee, officer or employee of the University or the College.

The University's obligation under this Article XIV shall be conditioned upon (a) delivery, within forty-eight (48) hours of service on the Agency, to the University Office of the General Counsel at the address set forth herein, of a copy of any summons, complaint, process, notice, demand or pleading against the University, the College or any of their trustees, officers or employees, or against the Agency when such claim or action arises out of or in connection with this Agreement, and (b) the full cooperation of the Agency in the defense of any such claim or action and the prosecution of any appeal.

ARTICLE XV. INSURANCE

- a. The College will require that each student, prior to being permitted to commence a clinical experience, provide proof to the College (in the form of a copy of an insurance policy or a copy of the receipt for the paid premium therefor) that the student is covered by a policy of professional liability insurance in the amount of no less than one million (\$1,000,000.00) dollars per occurrence and three million (\$3,000,000.00) dollars in the aggregate. Said policies shall remain in full force and effect during the term of such student's clinical experience. Neither the University nor the College shall have any further responsibility with respect to the insurance of students.

- b. The parties acknowledge that employees of the University and College are indemnified for liability pursuant to the provisions of Section 6205 of the New York State Education Law and Section 17 of the New York State Public Officers Law, subject to such limitations and conditions as are set forth therein.

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IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officer.

FOR THE AGENCY

Signature

Name (Print)

Title

Agency

Date

FOR THE CITY UNIVERSITY OF NEW YORK

Signature

Frederick P. Schaffer

Name (Print)

General Counsel

Title

Date

APPROVED AS TO FORM

University Office of the General Counsel

Date