

## **AFFILIATION AGREEMENT**

**THIS AFFILIATION AGREEMENT** is dated \_\_\_\_\_ and is entered into by and between \_\_\_\_\_ (hereinafter referred to as “Provider”), and **Touro College of Osteopathic Medicine**, a division of Touro College, a New York not-for-profit education corporation (hereinafter referred to as “TouroCOM”).

### **WITNESSETH:**

**WHEREAS**, Provider is providing health care services; and

**WHEREAS**, TouroCOM is engaged in educating osteopathic medical students (hereinafter collectively referred to as Students), and advancing osteopathic medical education; and

**WHEREAS**, TouroCOM believes it will be beneficial to its Students to obtain clinical education and experience with Provider; and

**WHEREAS**, Provider is willing to provide the necessary facilities and supervision of TouroCOM Students as part of said clinical experiences,

**NOW, THEREFORE**, for the purpose of providing for the education and clinical experience of Students, and in consideration of the mutual obligations set forth herein, the parties hereto hereby agree as follows:

1. Provider Obligations. During the term of this Agreement, Provider agrees to the following with respect to clinical experience of Students from TouroCOM:

A. To provide and maintain a safe environment conducive to the clinical education and training of Students;

B. To assist Students in obtaining experience in patient care by allowing Students to observe and assist in patient care under the supervision of qualified Provider physicians;

C. To provide and maintain an environment which encourages critical dialogue between the Provider physicians and Students through clinical experiences, rounds and conferences; and

D. To provide access to Provider’s medical library, teaching materials, and Provider facilities, to assist said Students in their efforts with Provider’s professional staff in providing proper care for patients.

E. To provide adequate Personal Protective Equipment (PPE) or provide adequate advance notice and justification of Provider’s inability to provide PPE to Students participating in the Clinical Experience.

2. TouroCOM Obligations. During the term of this Agreement, TouroCOM agrees to provide the following with respect to clinical clerkships of undergraduate osteopathic Students participating in clinical clerkships at the Provider Institution:

A. TouroCOM shall maintain professional liability insurance coverage for student while student is performing duties under the scope of this Agreement in the minimum amount of \$2,000,000 per claim and a \$4,000,000 in the aggregate. For the avoidance of doubt (i) TouroCOM shall provide to Hospital professional liability insurance for its Students. Such insurance requires that any direct patient care, clinical services or other Program activities performed by the Students while at Provider's facility/ies shall at all times be under the supervision of designated Faculty or in the presence of authorized Provider personnel; and (ii) TouroCOM agrees to cause each Student to wear a badge prominently displayed on his or her person and to inform each patient of his/her status as a Student.

B. TouroCOM shall send copies of the following to Provider no less than two weeks prior to the commencement of the clinical clerkship assignment:

1. Names of the relevant Students
2. Relevant TouroCOM procedures and policies
3. Evaluation procedures and forms
4. Each Student's proof of current immunization record
5. Each Student's proof of professional liability insurance
6. An attestation that the requisite background checks have been conducted, including, but not limited to, all OIG Exclusion checks.

3. Criminal Background Checks; Drug Screening. TouroCOM will have conducted a background check on each medical student participating in the program. The background check shall comply with the The Joint Commission's Standard HR. 1.20. In addition, each student shall be required to complete and pass a drug screening procedure prior to placement in the clinical program. The test shall be paid for by TouroCOM or the student. The student shall be responsible for providing test results to the Provider for review prior to starting clinical rotations.

4. Clinical Assignments, Conferences. All clinical experiences and conferences assigned pursuant to this Agreement shall be mutually agreed upon by the Department of Clinical Education for TouroCOM and the Director of Medical Education for Provider (or other appropriate individual designated by Provider) in concert with designated physicians on the professional medical staff of Provider.

5. Assignment of Students. All Students subject to this Agreement shall be assigned to Provider by TouroCOM pursuant to the oversight of the CAO (Dean) of TouroCOM and the Director of Medical Education for Provider (or other appropriate individual designated by Provider) who will develop the operative parameters of this clinical education agreement. Each assignment shall be directed toward developing the Student's clinical competence (knowledge,

procedures/skills, clinical problem solving, and professional attitudes and behaviors) in the diagnosis and management of fundamental medical problems.

6. Term. This Agreement shall commence on the effective date set forth below and shall continue for period of five years. It shall automatically renew thereafter for additional successive terms of five years each. This Agreement may be terminated by either party, without cause, on ninety (90) days' written notice to the other party. In case of any termination without cause, Students then enrolled in the Program shall be permitted to complete their clinical rotations through the end of the then current academic year.

7. Rules and Regulations. The Students are subject to and must abide by all written rules, regulations, and guidelines established by the American Osteopathic Association and the Joint Commission on Accreditation of Health Care Organizations. In addition, all Students must comply with Provider's written rules and regulations, all of which shall be available to Students during orientation, and all federal, state and local statutes and regulations which pertain to this Agreement and the services hereunder.

8. Withdrawal of Students. Upon the request of Provider, TouroCOM agrees to withdraw any Student from the training program when, in the reasonable opinion of the Provider, such Student's work, conduct or health may be deemed detrimental to patients or others. Any Student who is removed under the provisions of this paragraph may return to the clinical training when and if the cause of removal is resolved to the satisfaction of Provider. If Provider determines in its sole capacity that the presence of any Student will have a detrimental effect on the health or well-being of Provider's patients, visitors, or employees, Provider may immediately remove Student from such placement.

9. Audit. Provider shall permit visits, with at least ten (10) business days' notice, by such persons as TouroCOM, the American Osteopathic Association, and its affiliated specialty colleges shall designate from time to time for the purpose of observing, auditing and participating in the teaching and training process.

10. Confidentiality. TouroCOM shall not disclose and shall prohibit the disclosure by Students of any information relating to the terms of this Agreement, or of Provider's hospital operations, or any privileged information relating to Provider's patients, to persons or organizations other than authorized members of Provider's medical staff, state licensing boards, third party reimbursement agencies, professional peer review organizations and insurance carriers or legal representatives, without the prior written consent of Provider or pursuant to duly issued court process or orders.

10A. Patient Information. Provider will not disclose any Protected Health Information as defined by the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations. Each Student will be considered a Workforce Member of Provider as that term is defined under HIPAA, solely for purposes of HIPAA compliance.

11. Independent Entities. This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor shall it

authorize either party to act as an agent for, or bind the other party in any manner. Provider and TouroCOM shall be and remain independent entities with respect to the performance of their respective duties and obligations hereunder.

12. Inspection of Records. In accordance with the Social Security Act and regulations thereunder or as otherwise provided by law, TouroCOM, Provider, third party payers, the Secretary of Health and Human Services, and the Comptroller General, and their authorized representatives, shall have access to all data and records relating to the services provided under this Agreement for a period of four (4) years after the furnishing of such services, or for such other period of time as may be required by law.

13. Governing Law. This Agreement shall be interpreted, governed and construed according to the laws of the State in which the Provider is located.

14. Successors and Assigns. This Agreement is binding upon the parties hereto, and their respective successors and/or assigns.

15. Severability. This Agreement is intended to be formed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other person or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and it is understood and agreed that all undertakings and agreements heretofore had between the parties with respect to the subject matter of this Agreement are merged herein. The provisions herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may only be modified by a subsequent written agreement executed by all parties hereto.

17. Notices. Notices or communication required or permitted to be given under this Agreement shall be deemed given to the respective parties on the date personally delivered or posted by certified mail to the following addresses, unless a different address is otherwise designated in writing in accordance herewith:

If to Provider:            [Enter provider's legal name here]  
                                      [Enter provider's street address here]  
                                      [Enter provider's city, state and zip here]  
                                      Attn: [Enter provider's contact name for notices here]  
                                      Email: [Enter provider's contact name email here]

If to TouroCOM:

Touro College of Osteopathic Medicine -  
Harlem  
230 West 125<sup>th</sup> Street  
New York, NY 10027  
Attention: Dean/Clinical Dean

Touro College of Osteopathic Medicine -  
Middletown  
60 Prospect Avenue  
Middletown, NY 10940  
Attention: Executive Dean

18. Nondiscrimination. Each party agrees that it will not discriminate in any fashion in violation of any federal, state or municipal laws.

19. Patient Care. Provider shall retain ultimate responsibility for ensuring that health care services provided or activities performed pursuant to this Agreement comply with all applicable provisions of federal, state and local laws, executive orders, rules and regulations.

20. Emergency Medical Care. Provider shall make available emergency treatment to Students who may be injured during clinical rotations. Such injuries may include needle stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material or patients while participating in the program. Provider shall not be financially responsible for the costs of treatment to Students unless such exposure or injury is due to the negligence of Provider. Rather, the Student shall be solely financially responsible for such costs.

21. Education Records. . All records kept by the Hospital relating to Student performance during the affiliation period shall be made available to the Parties and to the Student, and not to other persons, as required by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1212(g) (FERPA). A Student's written permission must be obtained before releasing specific student data to anyone other than School. In addition to the foregoing, in the event Hospital receives a request for access to education records (as such term is defined in FERPA), Hospital shall promptly notify School so that School can take prompt legal action to protect its interests.

22. Evaluations. Upon completion of clinical rotations, Provider shall prepare comprehensive performance evaluation of each Student, using evaluation forms provided by TouroCOM, and shall provide TouroCOM with originals of such evaluations.

23. Costs. Each party shall pay its own costs and expenses associated with the Program.

24. Students Hosted Not Paid or Considered Employee. Students participating in the clinical program are at all times acting as independent contractors. Students are not and will not be considered employees of Provider or any of its subsidiaries or affiliates by virtue of their participation in the clinical program, and shall not as a result of their participation in the clinical program, be entitled to compensation, remuneration or benefits of any kind. Regardless of this classification, Provider shall provide Students with the same standard of care and safety as it does its employees, which includes providing adequate PPE to Students.

25. Indemnification. Each party shall indemnify the other party against claims, losses, liabilities and costs and expenses (including reasonable attorneys' fees) arising out of the

breach of this Agreement or breach of any laws, rules or executive orders related thereto. The parties' indemnification obligations are conditioned on the following: (a) the indemnified party must provide the indemnifying party with: (i) prompt written notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; except that the indemnified party may participate in such defense at its own cost; and (iii) all reasonable necessary cooperation at the indemnifying party's expense in defending the claim; and (b) the indemnifying party will not settle any indemnifiable claim without the indemnified party's prior written consent to the extent such settlement requires the indemnified party to admit any liability or pay any amount not reimbursed by the indemnifying party.

26. Accreditation, Licensing, Credentialing. Each party shall be responsible for its own accreditation, licensing and credentialing of its employees, as applicable, and each party agrees to furnish to the other party evidence of such accreditation, licensing and credentialing upon the written request of the other party. Without limiting the foregoing, during the term of this Agreement, all precepting faculty members of Provider assigned to instruct TouroCOM Students at Provider's facility(ies) shall be credentialed and maintain board certification or equivalent, appropriate hospital privileges, and an unrestricted license to practice in the State where the clinical training occurs.

27. Student Responsibilities and Limitations. Notwithstanding anything in this Agreement to the contrary, Hospital understands and agrees that the Students on clinical rotations are, just that, students. The clinical affiliation contemplated by this Agreement is an educational experience. Students are not licensed medical or allied health professionals. Students are not licensed to practice medicine (nor will they hold themselves out as licensed to practice) while on Hospital premises or practicing with Hospital staff using remote electronic mediums. Students shall not diagnose, advise or treat patients. Hospital shall retain the sole responsibility for patient care and the assignment of Students to the applicable clinical experience assignments but such assignment does not relieve Hospital of its responsibility to care for its patients. Hospital shall ensure that the educational experience afforded to the Students under this Agreement are provided in a competent, efficient and safe manner. At all times when Students are observing patient care and treatment, Hospital's licensed practitioners, and not the Student, will tend to and treat patients. To that end, Provider agrees that it will not place any Student in a situation where he or she: (i) is asked to serve Provider without adequate PPE; or (ii) is asked to perform duties without proper supervision. School agrees to cause each Student to wear a Hospital-issued badge prominently displayed on the Student's person, to inform Hospital personnel and/or patients of his/her status as a student intern. Additionally, in the use of remote electronic mediums, Hospital shall provide student with adequate credentials and software that will ensure that all HIPAA and privacy requirements are met.

28. Force Majeure. Neither Party shall be liable for its performance delay or failure due to circumstances beyond its reasonable control, including but not limited to, failure of equipment after Company repairs and/or replaces same, lack of supplies necessary for Students to safely perform under this agreement, denial of access to facilities or rights-of-way essential to serving the Property, natural catastrophes, plagues, government order or regulation, or other forces beyond its reasonable control, including fire, casualty, war, insurrection, earthquake,

flood, mud slide, wild fire, health epidemic or pandemic related to any health condition, or any other cause. In the event of a Force Majeure event, performance shall be suspended for the applicable period of delay, provided, however, that either Party may terminate the Agreement for Force Majeure event(s) exceeding 30 days.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

TouroCOM:

Touro College of Osteopathic Medicine -  
Harlem  
230 West 125<sup>th</sup> Street  
New York, NY 10027

Touro College of Osteopathic Medicine -  
Middletown  
60 Prospect Avenue  
Middletown, NY 10940

**Provider:**

**School:**

**Touro College of Osteopathic Medicine**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM A  
TO  
AFFILIATION AGREEMENT  
BETWEEN  
TOURO COLLEGE OF OSTEOPATHIC MEDICINE (“TOUROCOM”)  
AND  
\_\_\_\_\_ (“PROVIDER”)**

**CLINICAL ROTATIONS – ASSIGNMENT BY DISCIPLINE**

Provider will make its facility/ies available to TouroCOM, to the extent practicable, in order to assist TouroCOM in carrying out its clinical education and training program (the “Program”) for its Students at Provider’s facility/ies, giving due consideration to Provider’s continuing need to deliver quality patient care and the educational needs of the Students.

During the term of this Agreement, Provider will accept up to \_\_\_ Student(s) for each Third Year Core Rotation and up to \_\_\_\_ Student(s) for each Fourth Year Core Rotation.

***PLEASE NOTIFY THE CLINICAL DEAN AT THE TOURO COLLEGE OF OSTEOPATHIC MEDICINE WITH ANY QUESTIONS.***

**The charts below indicate assignments with third and fourth year rotations as proposed by \_\_\_\_\_.**

\_\_\_\_\_. **Preceptors are to be identified at a later date.**

**Third Year Core Rotations**

<b>Core Rotations</b>		<b>No. of Student Slots per Rotation</b>
Family Medicine	2 Rotations	
Internal Medicine	2 Rotations	
Obstetrics/Gynecology	1 Rotation	
Pediatrics	1 Rotation	
Psychiatry	1 Rotation	
Surgery	2 Rotations	
Emergency Medicine	1 Rotation	
Elective	1 Rotation	Available for assignment



**Fourth Year Core Rotations**

<b>Core Rotations</b>		<b>No. of Student Slots per Rotation</b>
Primary Care	1 Rotation	
Internal Medicine Sub-internship	1 Rotation	
<b>Non-Core Rotations</b>		
Elective	7 Rotations	N/A

**Third and Fourth Year Elective Rotations**

<b>Medical Subspecialties</b>	<b>No. of Student Slots Per Rotation</b>
Allergy Immunology	
Cardiology	
Critical Care/ Intensive Care	
Developmental or Behavioral Pediatrics	
Endocrinology	
Emergency Medicine	
Geriatrics	
Gastrointestinal	
Hematology Oncology	
Infectious Disease	
Nephrology	
Neurology	
Nuclear Medicine	
Primary Care	
Pulmonary	
Radiology	
Rheumatology	
Other:	

<b>Surgical Subspecialties</b>	<b>No. of Student Slots Per Rotation</b>
Anesthesiology	
Colon and Rectal Surgery	
General	

Neurological Surgery	
Ophthalmology	
Orthopedic	
Otorhinolaryngology	
Plastic	
Thoracic	
Urology	
Vascular	
Other:	

Notes:

1. Both parties agree that on an as-needed basis, third and fourth year core rotations will be updated to match then current requirements of the school.
2. Both parties agree that on an as-needed basis, additional student(s) may be added to the rotation schedule, provided there is adequate clinical supervision for same.

Agreed for \_\_\_\_\_ Agreed for Touro College of Osteopathic Medicine

**Signature:**

**Signature:**

**ADDENDUM B  
TO  
AFFILIATION AGREEMENT  
BETWEEN  
TOURO COLLEGE OF OSTEOPATHIC MEDICINE (“TOUROCOM”)  
AND  
\_\_\_\_\_ (“PROVIDER”)**

**ADMINISTRATIVE FEE**

Provider will charge an Administrative Fee to TouroCOM of \$ \_\_\_\_\_. Payment for such fee, prorated if necessary, will be made by TouroCOM to Provider within sixty (60) days of the end of the [month] [quarter] [Semester] [Academic year].

TouroCOM may utilize less than all of the “guaranteed slots” for clinical rotations. In such event, there will be no refund of the administrative fee, but the price per student per rotation will decrease commensurate with the number of slots actually used.

Agreed for \_\_\_\_\_ Agreed for Touro College of Osteopathic Medicine

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

**ADDENDUM C  
TO  
AFFILIATION AGREEMENT  
BETWEEN  
TOURO COLLEGE OF OSTEOPATHIC MEDICINE (“TOUROCOM”)  
AND  
\_\_\_\_\_ (“PROVIDER”)**

**CLINICAL ROTATION FEES**

Notwithstanding Paragraph 23 of the Affiliation Agreement, in consideration for the Provider’s commitment to TouroCOM and its students, the following fee structure will be put in place:

Provider will charge TouroCOM \$ \_\_\_\_\_ per student, per rotation, for the clinical experience which is the subject of the Affiliation Agreement. Such payment will be made by TouroCOM to Provider within sixty days of the end of the [month] [quarter] [Semester] [Academic year].

Agreed for \_\_\_\_\_      **Agreed for Touro College of Osteopathic Medicine**

**Signature:** \_\_\_\_\_      **Signature:** \_\_\_\_\_