

TOURO UNIVERSITY

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AFFILIATION AGREEMENT

Touro University Worldwide

AFFILIATION AGREEMENT made as of the _____ day of _____ by and between Touro University Worldwide, located at 10601 Calle Lee STE 179, Los Alamitos California 90720 (hereinafter “the College”), and _____ (hereinafter “the Affiliate”).

WHEREAS, the College has educational programs for graduate students in marriage and family therapy (MFT) leading to a master’s degree in marriage and family therapy (MFT) (“Program”);

WHEREAS, the Affiliate has the facilities to provide students in the Program with field instruction in marriage and family therapy (MFT); and

WHEREAS, the Affiliate and the College desire to affiliate for the purpose of enabling students in the Program to receive field instruction in marriage and family therapy (MFT);

NOW, THEREFORE, the parties agree as follows:

A. The College agrees:

1. to assume full responsibility for the planning and implementation of the Program.

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2. to be responsible for planning the schedule of student assignments and informing the Affiliate of the number of students to be assigned (such number to be agreeable to both parties) and the dates of assignment.
3. to provide faculty members to serve as advisors to the students, to act as liaisons between the College and the Affiliate, and to coordinate each student's field instruction with each student's work in the Program.
4. to instruct all students referred to the Affiliate of their responsibility for complying with all pertinent rules and regulations of the Affiliate.
5. to instruct all students to respect the confidentiality of all patient or client records which may come to them.
6. to keep all records and reports pertinent to the student's field instruction experience.
7. to inform the student of any medical information that is requested by the Affiliate from the student.
8. to maintain limited professional liability insurance coverage for students assigned to Affiliate in the amount of not less than \$1,000,000 per occurrence and \$3,000,000.

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9. to maintain commercial general liability insurance coverage in the amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

10. to cause each student intern to wear a badge prominently displayed on his or her person, to inform each patient of his/her status as a student intern, and to make a notation in the records of College and Affiliate that such actions have been taken for each patient.

B. The Affiliate agrees:

1. to provide field instruction for each student which meets the standards of the Program.

2. to permit students to use the Affiliate cafeteria during its normal operating hours, if feasible. Students may be required to pay for their own meals.

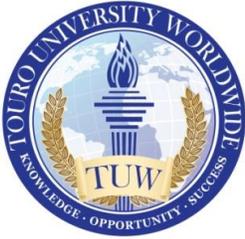
3. to arrange for emergency medical care for any student who becomes ill or injured while at the Affiliate, if feasible. The student shall arrange for medical care beyond that of an emergency nature. The student shall be responsible for the cost of such emergency care and for the cost of any additional medical care beyond that of an emergency nature.

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4. to provide for supervision of each student's field instruction by a qualified Affiliate staff member.
5. to provide each student with an orientation to the rules, regulations, policies, and procedures of the Affiliate. The Affiliate agrees that, as part of each student's orientation to the rules, regulations, policies, and procedures of the Affiliate, it shall, if appropriate, instruct the student on infection control procedures, including the OSHA Bloodborne Pathogens Regulations, and on the confidentiality of HIV-related information as required by law.
6. to maintain professional liability insurance coverage for the Affiliate and its employees and agents in the amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
7. to maintain commercial general liability insurance coverage for the Affiliate and its employees and agents in the amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
8. to evaluate the performance of students in the Program using forms provided by the College.

C. The College and the Affiliate agree:



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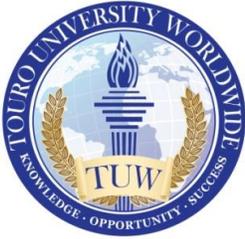
1. that prior to the commencement of any fieldwork assignment under this Agreement, each party will provide the other party with a certificate of insurance proving that the coverage required by this Agreement has been obtained.
2. that at no time will they discriminate against any employee, applicant, patient, or student because of race, color, creed, sex, national origin, age, disability, marital status, sexual orientation or veteran status.
3. that no student referred to the Affiliate under this Agreement shall in any way be considered an employee or agent of the Affiliate or the College, nor shall any student, as a result of this Agreement, be entitled to any fringe benefits or other rights normally afforded to employees of the Affiliate or the College.
4. that the College shall withdraw any student from the placement when notified by the Affiliate that the student is unacceptable to the Affiliate for the reasons of health, performance, or other reasonable and lawful causes. Any necessity for such action will be reported immediately to the College.

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5. that, notwithstanding any other provision of this Agreement, the Affiliate shall retain ultimate responsibility for the care provided to patients or clients.

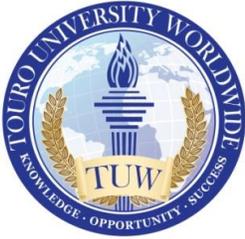
6. that except for notice of termination of agreement which shall be in writing and delivered personally or sent by overnight courier or certified mail, return receipt requested, all notices required under this Agreement may be delivered by facsimile or electronic mail as follows:

to the College:

Dr. Darren Moore or Kaleena Prate
Touro University Worldwide
10601 Calle Lee STE 179
Los Alamitos, CA 90720
darren.moore@tuw.edu or kaleena.prate@tuw.edu

to the Affiliate:

---NAME-----
---ADDRESS-----
---ADDRESS-----
--- FAX-----
---EMAIL-----



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Notices shall be deemed given when received. Either party may change its address for notices by giving notice to the other party as provided in this section of the Agreement.

7. that this Agreement becomes effective as of the date first written above and will continue in full force and effect until termination. This Agreement may be terminated by either party, with or without cause, by giving sixty (60) days prior written notice to the other party; provided that, any student assigned to the Affiliate for field instruction at the date of termination shall be permitted to complete his or her assignment notwithstanding termination.

8. that neither this Agreement nor any obligation or right thereunder may be assigned to any third party without the prior written consent of the other party. Any purported assignment without such consent shall be null and void.

9. that the College agrees to indemnify, defend and hold Affiliate harmless against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorneys' fees, losses or liabilities arising out of or resulting from the acts or omissions of College, its students, faculty, employees or agents, provided that such acts or omissions are not performed or omitted under the supervision or



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direction of any employee or agent of Affiliate in which event the Affiliate shall be responsible. The College shall not be responsible for losses caused by the acts or omissions of Affiliate's employees or agents. This Indemnity shall survive expiration or termination of this Agreement.

10. that the Affiliate agrees to indemnify, defend and hold College harmless against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorneys' fees, losses or liabilities arising out of or resulting from the acts or omissions of Affiliate, its employees or agents in the performance of this Agreement. Affiliate shall not be responsible for losses caused by the acts or omissions of the College's students, faculty, employees or agents. This Indemnity shall survive expiration or termination of this Agreement.

11. that each party shall comply with their obligations under HIPPA with respect to patient records, FERPA with respect to education records, and all other laws, rules and regulations arising out of or relating in any way to the practice of marriage and family therapy, the Program and this Agreement.

12. that each party shall pay its own costs associated with the Program. Affiliate shall not charge the College with a "clinical rotation fee" or any other fee related to College's participation in the Program.

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IN WITNESS WHEREOF, authorized representatives of the parties have signed this Agreement in their official capacities as of the day and year first written above.

FOR AND ON BEHALF OF

NAME OF FACILITY:

Signature of Facility Representative

Printed Name of Facility Representative

Date

FOR AND ON BEHALF OF

TOURO University Worldwide

Signature of TUW Representative

Printed Name of TUW Representative

Date

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