AFFILIATION AGREEMENT REQUIREMENTS (BPSS-31, updated 11/2014)
An signed affiliation agreement must be submitted and approved for each internship site. The following information/conditions must be included in the agreement. You can choose to use the sample agreement below. Do not use this agreement for Nurse Aides, Home Health Aides and Ultrasound. A separate standard agreement exists for those fields.

1. Specific name and location of the proprietary school
2. Specific name and location of the internship site AND a photocopy of its license, if the business requires a license. The internship host must be located in New York State.
3. Exact dates/or length, of the affiliation experience, hours per day/week and total
4. Number of students to be supervised during one affiliation period
5. Who is responsible for taking attendance at the affiliation site
6. Students will not displace or replace regular employees
7. The school agrees to maintain sufficient affiliation sites to accommodate all qualified students in the class
8. For medical internships, incl. dental, school is responsible for insuring that student had a physical exam within 6 months before starting the internship, and all inoculations recommended in the profession
9. School or Internship site (usually the school) is responsible for insuring the student against injuries resulting from the internship. [If the school insurance does not cover the internship site, then the school either buys insurance for interns and rolls that insurance into the tuition, or makes available to interns the purchase of such insurance coverage. In the latter case, that students must buy their own accident insurance must be noted in the enrollment agreement, and the name of the company, extent of coverage, cost to students noted in the Affiliation Agreement]
10. Your students and instructors will be covered by liability insurance against liability for injuries/damage towards third parties (such as patients) arising from the internship. The insurance carrier, cost and exact insurance coverage must be identified.
11. The school is responsible for providing all theory/practice instruction.
12. The affiliation site will use the performance evaluation tool provided by the school.
13. Students will be supervised at ALL times during affiliation time. For internships that do not involve HHA, Nurse Aide or Ultrasound, the staff of the place of business will usually supervise the students.
14. How often the program coordinator will visit the internship site.
15. The school is responsible for the conduct of the students at the internship site.
16. Specific conditions and procedures for terminating a student.
17. How much notice must be given by either party to terminate the agreement.
18. If the training was in a language other than English, the affiliation institution must declare that the internship host has employees and clients conversant in that language for the intern to work with. This must be added to the text.
19. Every affiliation agreement must refer to an attached skills checklist, whose skills students must demonstrate during the internship. The school must attach the list to the affiliation agreement. Care must be taken, e.g. for allied health, that the skills do not cross professional boundaries.
Sample Affiliation Agreement

Name of School: _____________________________________________
Address of School: _____________________________________________

AGREEMENT OF AFFILIATION WITH

Name of Facility: _____________________________________________
Address of Facility: _____________________________________________

The (name of school) has been approved to conduct a (name of program) training program which requires practical experience in a (type of internship host). The (name of facility) has agreed to provide this supervised practical experience. Therefore the internship facility, now referred to as the affiliating institution, and the school, enter into the following agreement:

The school will arrange for a maximum of _X_ students per year to affiliate at (name of affiliating institution) for _X_ hours per day for a total of _X_ hours. The specific hours/days will be agreed upon by a designee of each party and each will keep a copy of the schedule. There will be no more than 10 students assigned to one clinical instructor/supervisor. Taking attendance at the internship site will be the responsibility of the school. Students will not displace or replace regular employees at the affiliating facility. The school agrees to maintain sufficient affiliation sites to accommodate all qualified students. If training was approved in a language other than English, the school shall ensure that the internship host has employees and clients able to use the language of instruction with the intern, to enable the intern to perform his/her internship tasks. The language shall be specified in the affiliation agreement.

(For medical internships only): Before the student begins the supervised clinical experience, he or she will show evidence of physical requirements deemed necessary by agreement of both parties. The school is responsible for insuring that the student has had a physical exam within six months, and all recommended inoculations, before the start of the internship.

(School or Affiliating Institution) is responsible for student injury acquired at the affiliation site. Students and instructors will also carry liability insurance and a signed statement indicating that they have a policy covering liability against third parties resulting from this internship.

Students will be under the supervision of the clinical instructor(s) employed by the school, but may also be supervised by the professional staff of the affiliating institution. Students will be supervised at all times while they are on the premises.
The school is responsible for providing all theory/practice instruction. For medical internships, students will have received the necessary classroom and lab instruction from the school before being authorized to perform any patient care. Students will demonstrate at the minimum competency in the skills listed in the attached checklist. The clinical instructor(s) will make assignments, and with the help of the professional staff of the institution, evaluate each student’s performance using the evaluation instruments provided by the school.

The school’s program coordinator will make (frequency) visits at the internship site.

The school is responsible for the conduct/dress requirements of the students at the affiliation site. A student who does not satisfactorily meet the requirements of this internship may be terminated. Prior to termination, the student will be notified of these deficiencies and will be given (X) days to correct these deficiencies.

The school recognizes that the affiliating institution has a service responsibility to its clients. If a student jeopardizes this responsibility in any way, the affiliating institution has the right to demand that the student be removed from the clinical experience immediately.

The agreement will begin on (month/day/year) and will be reviewed annually by both parties before the agreement is renewed. A (Length of time) notice will be given by either party if the agreement will not be renewed. Both parties agree to contact the Bureau of Proprietary School Supervision immediately upon requesting termination of the contract.

The affiliating institution and the school will not discriminate in any way in regard to student learners, according to state and federal laws.

A newly signed copy of the agreement must be included with the application for curriculum reapproval.

____________________________________  ____________________________
Affiliating Institute Representative, Name/Title                                           Date
Phone number: __________________________

____________________________________  ____________________________
School Representative, Name/Title                                                        Date

The name and title must be written in print letters after the signature.

11/2014 (Item 19 added)