

# AGREEMENT

This Agreement between The Management Services Organization of Kings County ("MSOKC") on behalf of New York Methodist Hospital Department of Allied Health Education and Valerie T. Houghton ("Facilitator") is made and entered into and is effective as of May 18, 2011 ("Effective Date").

MSOKC and Facilitator hereby agree as follows:

## **I. Scope of Work**

- Provides leadership and guidance to students within online courses
- Evaluates all assessments and reports assessment results to the Program Director and appropriate Associate Director(s)
- Provides at least two office hours per week when students can reach them either by e-mail, telephone, or web conferencing
- Responds to student correspondence which include e-mails and/or telephone calls within one business day
- Posts at least one announcement per week at the start of every week within the online course which provides an overview of what topics will be covered along with relevant information regarding the assessments which need to be completed for each week
- Participates in periodic review and revision of course materials
- Maintains appropriate expertise and competencies through continuing professional development
- Completes all annual facilitator training requirements
- Provides appropriate online course checks to ensure that all weekly modular components are functional and reports any technical difficulties
- Assists students with the scheduling of online proctored exams

## **II. Remuneration & Payment Terms**

Remuneration is \$2,000.00 per course. A course is three (3) credits over a twelve (12) week semester with an enrollment of up to thirty-five (35) students. Payment is made in two equal installments.

## **III. Course(s) And Time Period(s) Covered By This Agreement as Selected by Facilitator**

COURSES*	2011	2011	2012	2012	2012
	June 20- Sept 9	Sept 26- Dec16	Jan 3- March 23	April 3- June 22	July 3- Sept 21
CLINICAL MICROBIOLOGY I					
CLINICAL HEMATOLOGY I					
IMMUNOLOGY/SEROLOGY					
CLINICAL MICROBIOLOGY II					
CLINICAL HEMATOLOGY II - COAG	X				
CLINICAL CHEMISTRY I			X		
PARASIT/MYCOLOGY/VIROLOGY					
CLINICAL CHEMISTRY: UR & BF					
IMMUNOHEMATOLOGY		X		X	

\*Course dates are subject to change

#### **IV. Confidentiality and Work Products**

During the course of the Facilitator's engagement he/she may receive confidential information of and/or be in the possession of confidential information from New York Methodist Hospital, including, but not limited to syllabi, course descriptions, primary and secondary educational material as commonly defined, student records, student assignments, exam templates, quiz templates, assessment tools, student/faculty/employer surveys, learning management system access, personal student information, e-mail records and operational details of and access to the learning management system, (hereinafter, "Confidential Information"). Facilitator acknowledges and agrees that he/she has no claim, right, title, property, or other interest of any kind in any Confidential Information. The Facilitator agrees not to publish, copy, divulge, communicate, use or disclose, directly or indirectly, for his benefit or for the benefit of another, or for any purpose other than in furtherance of the his/her duties hereunder, either during or after his engagement as a Facilitator hereunder, any Confidential Information. Upon termination or expiration of this Agreement or upon the earlier request of New York Methodist Hospital, the Facilitator shall deliver all written or recorded Confidential Information, and all copies thereof, to New York Methodist Hospital.

Any material, in whatever form or media, developed by the Facilitator in the course of his/her duties as a Facilitator shall belong in its entirety to New York Methodist Hospital. Further, underlying methodologies developed used to produce work products by the Facilitator shall be deemed work product and the sole property of New York Methodist Hospital.

#### **V. Independent Contractor**

Facilitator is acting as an independent contractor with respect to the services provided to MSOKC. Facilitator understands and acknowledges that he/she is not an employee of MSOKC or New York Methodist Hospital, but rather is an independent contractor. Facilitator acknowledges, therefore, that he/she is not entitled to any of the employee benefits provided by the MSOKC to its employees nor to participation in any of the their employee benefit plans.

#### **VI. Cancellation and Guarantee**

##### **Cancellation to Facilitate a Course by Facilitator**

Facilitator shall provide thirty (30) day notice, in writing, in the event the Facilitator cannot facilitate the indicated course(s) in the time period(s) indicated in Article III of this agreement.

##### **No Guarantee of Work**

This Agreement between MSOKC and Facilitator is not a guarantee of work. The MSOKC reserves the right to cancel a course or courses during any period or periods it deems necessary. In the event of any such cancellation by MSOKC, MSOKC shall be held harmless and bear no liability of any kind in the event of such a cancellation. The Facilitator relinquishes all rights to any claim of any nature related to course(s) cancellation. MSOKC shall provide the Facilitator with a thirty (30) day notice of such an action.

#### **VII. Term and Termination**

Term of this contract shall be for one (1) year and automatically renew for successive one-year terms. Either party may terminate this Agreement without cause upon thirty (30) days' prior written notice. Article V. of this agreement is excluded from the provisions of this Article VI.

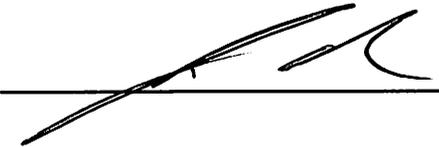
**VIII. Taxes**

As an independent contractor, Facilitator will be responsible for all his/her taxes, including, but not limited to, withholding, income, and payroll taxes. Facilitator will indemnify and hold MSOKC harmless in connection with any taxes, interest, or penalty that may be assessed against the MSOKC by any governmental taxing authority in connection with any payments made by the MSOKC to Facilitator under this Agreement.

**Agreed To and By  
MSO of Kings County on Behalf of  
New York Methodist Hospital  
Department of Allied Health Education:**

**Name:** Jerry Rozenberg

**Title:** Director

**Signature:** 

**Date:** 5/18/11

**Agreed To and By  
Facilitator:**

**Name:** \_\_\_\_\_

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

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

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