

AFFILIATION AGREEMENT BETWEEN
_____ HOSPITAL/CLINICAL SITE
AND
STATE UNIVERSITY OF NEW YORK

This Agreement is made by and between _____, a corporation organized and existing under the laws of the State of New York, with its principal office located at _____ (hereinafter referred to as "Hospital") and the State University of New York, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at State University Plaza, Albany, New York 12246, for and on behalf of _____ (hereinafter referred to as "University").

WHEREAS, the University has undertaken an educational program in the discipline of _____; and

WHEREAS, the Hospital operates a facility under Article 28 of the Public Health Law; and

WHEREAS, the University and Hospital desire to affiliate for the purpose of carrying out said educational program in the discipline of _____ and meeting the medical needs of the Hospital's patients.

NOW, THEREFORE, it is agreed that:

1. The University shall assume full responsibility for planning and executing the educational program in the discipline of _____ including programming, administration, curriculum content, faculty appointments, faculty administration and the requirements for matriculation, promotion and graduation, and shall bear all costs and expenses in connection therewith. Attached as Exhibit B is a copy of the curriculum. The University further agrees to coordinate the program with the Hospital's designee.
2. The University shall be responsible for assigning students to the Hospital for clinical practice. The University shall notify the Hospital one (1) month in advance of the planned schedule of student assignments to clinical duties including the dates, number of students and instructors. The schedule shall be subject to written approval by the Hospital.
3. The University, at its sole cost and expense, shall provide faculty as may be required for the teaching and supervision of students assigned to the Hospital for clinical experience.
4. The University agrees to provide the students with comprehensive infection control training, including blood borne pathogens, prior to assignment at the Hospital. The

University also agrees to inform students of the need for a hepatitis B vaccination prior to their assignment at the Hospital.

5. The University agrees that at all times students and faculty members are subject to the supervision of the Hospital administration and are considered part of the Hospital's workforce only for purposes of access to and disclosure of protected health information ("PHI") as defined by 45 CFR 164.501 only. The University shall inform students and faculty that they must comply with all rules applicable to both students and faculty while at the Hospital, and that failure to comply shall constitute a cause for terminating such student's assignment to or such faculty member's relationship with the Hospital. The Hospital will provide copies of all policies and procedures to the students and faculty members.
6. The University shall advise each student and faculty member that the Hospital may require, and shall be provided upon its request, the following health information: (a) a physician's statement that the student or faculty member is free from any health impairment which may pose a risk of illness or injury to Hospital patients or interfere with the performance of his/her assigned duties; (b) PPD (Mantoux) skin test for tuberculosis performed within one year, and a chest x-ray if positive; (c) Td (Tetanus-diphtheria) booster within ten years; and (d) proof of immunity against measles (Rubella) and German measles (Rubeola); such proof is documentation of adequate immunization or serologic confirmation.
7. Students and faculty members shall respect the confidential nature of all information that they have access to in accordance with the policies and procedures of the University and the Hospital. The University and Hospital agree to cooperate with one another's operational, regulatory, licensure and accreditation requirements including but not limited to related surveys, audits and other reviews. The University shall advise all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, to the extent applicable, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Hospital agrees to provide students and faculty with training regarding Hospital's policies and procedures relative to HIPAA. University and Hospital acknowledge that students and faculty may use patients' personal health information for educational purposes at the Hospital and as permitted by HIPAA.. Information removed from the Hospital for educational use must be appropriately de-identified as that term is defined in 45 CFR 164.514. Information removed for other purposes as permitted by HIPAA must be removed in a manner approved in writing by the Hospital prior to the removal. Identifiable information removed as permitted by HIPAA may not be used beyond the original purpose unless it is appropriately de-identified as that term is defined in 45 CFR 164.514. Identifiable information as removed

- by HIPAA must be destroyed or rendered de-identifiable as soon as practicable once the original purpose for the removal has been satisfied.
8. The Hospital may terminate any student's or faculty member's assignment from the Hospital when a student or faculty member is unacceptable to the Hospital for reasons of health, performance, or for other reasons which, in the Hospital's reasonable judgment and to the extent allowed by law, cause the continued presence of such student or faculty member at the Hospital not to be in the best interest of the Hospital. Any such action will be reported by the Hospital to the University orally and in writing.
 9. Notwithstanding any other provision of this Agreement, the Hospital is responsible for patient care and treatment rendered at the Hospital.
 10. The Hospital, as it deems necessary and proper, shall make available for student experience classrooms and clinical areas, including equipment and supplies, libraries, and cafeteria facilities, consistent with its current policies in regard to availability. The Hospital shall also provide orientation for the University faculty and students.
 11. The Hospital shall have no responsibility for the transportation of faculty or students to and from the Hospital.
 12. In case of a student or faculty emergency illness or injury during the clinical fieldwork experience, Hospital will provide emergency care to students or faculty at the student's or faculty member's own expense. In the event that care or treatment is required beyond the emergency, the student or faculty member shall be responsible for arranging such care or treatment and for all associated costs.
 13. Except as set forth in paragraph 5 of this Agreement, students and faculty members shall not be deemed to be employees, servants or agents of the Hospital, but shall be considered invitees. Neither party shall pay the other any compensation or benefits pursuant to this Agreement. The parties acknowledge that the Hospital is not providing any insurance, professional or otherwise, covering any students or faculty members.
 14. The University agrees that it shall secure Workers' Compensation Insurance for the benefit of all faculty members and other University employees required to be insured by Workers' Compensation Insurance and shall maintain such coverage throughout the duration of this Agreement. For the purposes of Workers' Compensation Insurance, no student or faculty member is to be considered an employee, servant or agent of the Hospital.
 15. Subject to the availability of lawful appropriations and consistent with the New York State Court of Claims Act, the University shall hold the Hospital harmless from and indemnify it for any final judgment of a court of competent jurisdiction for the University's failure to perform its obligations hereunder or to the extent attributable to the negligence of the University or of its officers or employees when acting within the course and scope of this Agreement.

16. Hospital shall fully indemnify, defend and save the University, its officers, employees, and agents harmless, without limitation, from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, losses, awards, and costs which may finally be assessed against the University in any action for or arising out of our related to this Agreement. The State of New York reserves the right to join in any such claim, demand or suit, at its sole expense, when it determines there is an issue involving a significant public interest.
17. The University shall maintain during the term of this Agreement general and professional liability insurance, in amounts not less than \$3,000,000 for bodily injury and property damage combined single limit; and the Hospital is to be additionally named insured under such liability policy or policies. The persons insured under such policy or policies shall be the students of the State University of New York with respect to liability arising out of their participation in the clinical training program carried out under this Agreement. The University's faculty members are covered by the defense and indemnification provisions of section 17 of the Public Officers Law with respect to liability arising out of their participation in the clinical program carried out under this Agreement. The University agrees to notify the Hospital in writing no less than ten (10) days prior to the cancellation, modification or non-renewal of any insurance coverage. Notwithstanding the foregoing, the Hospital shall remain liable for direct damages resulting from its negligence.
18. It is mutually agreed that neither party shall discriminate against any student, faculty member, patient or Hospital employee based upon color, religion, sex, sexual orientation, national origin, age, veteran status and/or handicap.
19. The provisions of Exhibit A, State University of New York standard contract clauses, attached hereto, are hereby incorporated into this Agreement and made part hereof. The laws of the State of New York will govern this Agreement, without regard for New York's choice of law statute. This Agreement contains the entire understanding of the parties with respect to the matters contained herein. In the event of any conflict between the terms and conditions set forth in this Agreement, the following order of precedence shall apply: (1) Exhibit A; (2) this Agreement.
20. This effective date of this Agreement shall be _____ and shall continue in full force and effect until terminated as set forth in this paragraph. This Agreement may be terminated by either party upon ninety (90) days written notice to the other, provided, however, that no such termination shall take effect until the students already placed in the program have completed their scheduled clinical training.
21. For purposes of written notification:

To the UNIVERSITY

To the HOSPITAL

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below:

By: _____

_____ Date

By: _____

_____ Date