

AFFILIATION AGREEMENT BETWEEN
_____ AND
STATE UNIVERSITY OF NEW YORK
College at _____

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 "Affiliate") 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 University Plaza, Albany, New York 12246, for and on behalf of the Campus located at _____ (hereinafter referred to as "University").

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

WHEREAS, University and Affiliate desire to have an association for the purpose of carrying out said educational program.

NOW, THEREFORE, it is agreed that:

1. The University shall assume full responsibility for planning and executing its 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. The University further agrees to coordinate the program with Affiliate's designee. Attached as Exhibit B is a copy of the curriculum.
2. The University shall be responsible for assigning students to the Affiliate for practical experience. University shall notify the Affiliate one (1) month in advance of the planned schedule of student assignments to practical duties including the dates, number of students and instructors. The schedule shall be subject to written approval by the Affiliate.
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 Affiliate for practical experience.

4. The University agrees that at all times students and faculty members are subject to the supervision of the Affiliate and are considered part of the Affiliate's workforce only for purposes of access to and disclosure of protected health information ("PHI"). as defined by 45 CFR 164.501 only. University shall inform students and faculty that they must comply with all rules applicable to both students and faculty while at the Affiliate's facility, and that failure to comply shall constitute a cause for terminating such student's assignment to or such faculty member's relationship with the Affiliate. The Affiliate will provide copies of all policies and procedures to the students and faculty members. The University and Affiliate agree to cooperate with one another's operational, regulatory, licensure and accreditation requirements including but not limited to related surveys, audits and other reviews.
5. 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 Affiliate. The University and Affiliate acknowledge that students and faculty may use patients' personal health information for educational purposes at the Affiliate and as permitted by HIPAA. Information removed from the Affiliate for educational use must be appropriately de-identified as that term is defined in 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 removal. Identifiable information removed as permitted by HIPAA may not be used beyond the original purpose unless 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.
6. The Affiliate may terminate any student's or faculty member's assignment from the Affiliate when a student or faculty member is unacceptable to the Affiliate for reasons of health, performance, or for other reasons which, in the Affiliate's reasonable judgment and to the extent allowed by law, cause the continued presence of such student or faculty member at the Affiliate not to be in the best interest of the Affiliate. Any such action will be reported by the Affiliate to the University orally and in writing.

7. The Affiliate, as it deems necessary and proper, shall make available for student experience classrooms and other facilities, including equipment and supplies, libraries, and cafeteria facilities, consistent with its current policies in regard to availability. The Affiliate shall also provide orientation for the College faculty and students.
8. The Affiliate shall have no responsibility for the transportation of faculty or students.
9. Except as set forth in Paragraph 4 of this Agreement, students and faculty members shall not be deemed to be employees, servants or agents of the Affiliate, but shall be considered invitees. Neither party shall pay the other any compensation or benefits pursuant to this Agreement. The parties acknowledge that the Affiliate is not providing any insurance, professional or otherwise, covering any students or faculty members.
10. The University agrees that it shall secure Workers' Compensation Insurance for the benefit of all faculty and other University employees required to be insured by Workers' Compensation Law, and shall maintain such coverage throughout the duration of this Agreement. For the purposes of Workers' Compensation Law, no student or faculty member is to be considered an employee, servant or agent of the Affiliate.
11. Subject to the availability of lawful appropriations and consistent with the New York State Court of Claims Act, University shall hold the Affiliate 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.
12. The Affiliate 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 or 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.
13. University shall maintain during the term of this Agreement liability insurance, in amounts not less than \$3,000,000 for bodily injury and property damage combined single limit; and the Affiliate 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 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 Affiliate in writing no less than ten (10) days written notice prior to the cancellation, modification or non-renewal of any insurance coverage. Notwithstanding the foregoing, the Affiliate shall remain liable for direct damages resulting from its negligence.

14. It is mutually agreed that neither party shall discriminate against any student, faculty member, or employee based upon color, religion, sex, sexual orientation, national origin, age, veteran status and/or handicap.
15. 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.
16. The 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.

17. For purposes of written notification:

To the UNIVERSITY

State University of New York at _____

To the Affiliate

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

By: _____ Date _____

By: _____ Date _____

