

AFFILIATION AGREEMENT BETWEEN
_____ AND
STATE UNIVERSITY OF NEW YORK
Buffalo State College

This Agreement is made by and between _____, with its office(s) located at _____ (hereinafter referred to as "Host") 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 Buffalo State College (hereinafter referred to as "University").

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

WHEREAS, University and Host desire to have an association for carrying out said educational program.

NOW, THEREFORE, it is agreed that:

1. 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. University further agrees to coordinate the program with Host's designee. Attached as Exhibit A is a copy of the curriculum.
2. University shall be responsible for assigning students to Host for practical experience. University shall notify Host 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 Host.
3. University, at its sole cost and expense, shall provide faculty as may be required for the teaching and supervision of students assigned to Host for practical experience.
4. University agrees that at all times students and faculty members are subject to the supervision of Host and are considered part of Host's workforce only for purposes of access to and disclosure of protected health information ("PHI") as defined by 45 CFR 164.501. University shall inform

students and faculty that they must comply with all rules applicable to both students and faculty while at Host'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 Host. Host will provide copies of all policies and procedures to the students and faculty members. University and Host 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 University and Host. Host acknowledges that University is a public entity and that Host's proprietary information may be subject to disclosure pursuant to New York State Public Officers Law or other applicable law. University is an agency of the State of New York, and as such, any and all agreements to which University is a party are considered public record and subject to disclosure under the New York State Freedom of Information Law ("FOIL").

6. Host may terminate any student's or faculty member's assignment from Host when a student or faculty member is unacceptable to Host for reasons of health, performance, or for other reasons which, in Host's reasonable judgment and to the extent allowed by law, cause the continued presence of such student or faculty member at Host not to be in the best interest of Host. Host will report any such action to University orally and in writing.

7. Host, 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 concerning availability. Host shall also provide orientation for University faculty and students.

8. Host 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 employees, servants or agents of Host, but shall be considered invitees. Neither party shall pay the other any compensation or benefits pursuant to this Agreement. The parties acknowledge that Host is not providing any insurance, professional or otherwise, covering any students or faculty members.

10. 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. The laws of the state where

Host is located shall dictate whether a student is covered by Workers' Compensation Law.

11. Subject to the availability of lawful appropriations and consistent with the New York State Court of Claims Act, University shall hold Host harmless from and indemnify it for any final judgment of a court of competent jurisdiction for University's failure to perform its obligations hereunder or to the extent attributable to the negligence of University or of its officers or employees when acting within the course and scope of this Agreement.

12. Host shall indemnify and hold harmless University, its officers, employees and agents from and against any and all damages, claims, losses and/or expenses (including reasonable attorney's fees) which may finally be assessed against University in any action arising out of the acts or omissions of Host under 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 Host 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. 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. University agrees to notify Host 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, Host shall remain liable for direct damages resulting from its negligence.

14. It is mutually agreed that neither party shall discriminate on the basis of race, color, national origin, religion, creed, age, disability, sex, gender identity, gender expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, or criminal conviction.

15. Host represents and warrants that it is currently, and for the term of this Agreement will continue to be, in compliance with all applicable laws and regulations regarding social distancing, PPE and all other applicable safety protocols associated with the COVID -19 crisis. Failure to comply with this provision will be considered a material breach of this Agreement.

16. In accordance with the provisions of the Family Educational Rights and Privacy Act (“FERPA”), in order for University to share information about the student from the student’s educational records, Host must agree not to disclose the information to a third party without the student’s consent, and to use the information only for the purposes for which it was disclosed.

17. The laws of the State of New York shall govern this agreement without regard to conflict of law provisions. Any dispute arising under this Agreement shall be resolved in a court of competent jurisdiction in the State of New York. This Agreement contains the entire understanding of the parties with respect to the matters contained herein.

18. This Agreement or any of its provisions shall not be assigned, delegated, transferred, conveyed, sublet, or otherwise disposed of without the prior written consents of University, the New York State Attorney General and the New York State Office of the State Comptroller, and any attempts to assign, delegate, transfer, convey, sublet, or otherwise dispose of this Agreement without said written consents shall be null and void.

19. The effective date of this Agreement shall be _____ and shall continue in full force and effect for five (5) years or 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.

20. For purposes of written notification:

To the UNIVERSITY

SUNY Buffalo State
Comptroller’s Office
1300 Elmwood Avenue, CLEV 508
Buffalo, NY 14222

To the Host (name and address)

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

By: _____
Signature Date

(name, address, email)

By: _____
Signature Date

(name, address, email)

By: _____
Signature Date

James A. Thor
Comptroller
SUNY Buffalo State
1300 Elmwood Ave. CLEV 508
Buffalo, NY 14222