

**AFFILIATION AGREEMENT BETWEEN
ONEIDA COUNTY AND STATE UNIVERSITY OF NEW YORK
AT CORTLAND**

This Agreement is made by and between Oneida County, through its Department of Family and Community Services, with its office(s) located at 800 Park Ave, Utica, New York 13501 (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 H. Carl McCall SUNY Building, Albany, New York 12246, for and on behalf of the Cortland Campus, with its principle place of business at P.O. Box 2000 Cortland, New York 130450031 (hereinafter referred to as "SUNY").

WITNESSETH

WHEREAS, SUNY has undertaken an educational program in the discipline of health and human services; and

WHEREAS, fieldwork experience is a required and integral component for such educational program; and

WHEREAS, SUNY and Host recognize that Host has the facilities necessary for SUNY's students to participate in the education of students in said discipline and desire to have an association for carrying out said educational program.

NOW, THEREFORE, it is agreed as follows:

A. Responsibilities of SUNY

1. SUNY shall assume full responsibility for planning and executing its educational program 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. SUNY further agrees to coordinate the program with Host's designee.
2. SUNY shall be responsible for assigning students to Host for practical experience and shall assign only those students who have satisfactorily completed the prerequisite didactic portions of /SUNY's curriculum (attached hereto as Exhibit A). SUNY shall

- notify Host one (1) month, or such other period of time as mutually agreeable to the parties, 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. SUNY, 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. SUNY agrees that at all times students 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. SUNY shall inform students that they must comply with all rules while at Host's facility, and that failure to comply shall constitute a cause for terminating such student's assignment to Host. Host will provide copies of all policies and procedures to the students. SUNY 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 shall respect the confidential nature of all information that they have access to in accordance with the policies and procedures of SUNY and Host. Host acknowledges that SUNY 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. SUNY is an agency of the State of New York, and as such, any and all agreements to which SUNY is a party are considered public record and subject to disclosure under the New York State Freedom of Information Law ("FOIL").
 6. SUNY will advise all participating students to maintain health insurance and, if required by Host, to provide proof of health insurance to Host prior to beginning the educational program.
 7. SUNY will advise all participating students that they are required to comply with Host's rules, regulations, and procedures. SUNY will inform all participating students that a failure to abide by the Host's rules, regulations, and procedures may result in removal from the program at the Host's discretion.
 8. SUNY 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 Host shall be an additional insured under such

liability policy or policies. The persons insured under such policy or policies shall be the students at the State University of New York with respect to liability arising out of their participation in the program carried out under this Agreement. SUNY'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. SUNY 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.

9. SUNY agrees that it shall secure Workers' Compensation Insurance for the benefit of all faculty and other SUNY 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.

B. Responsibilities of Host

1. Host shall identify a site coordinator from among its staff who will communicate and cooperate with SUNY's representative to ensure faculty and student access to appropriate resources for the educational program.
2. While in Host's facilities, students will have the status of trainees; are not to replace Host staff; and are not to render unsupervised care and/or services. All services rendered by students must have educational value and meet the goals of the education program. Host and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.
3. 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 SUNY orally and in writing.

4. 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 SUNY faculty and students.
5. Host shall have no responsibility for the transportation of students.
6. Host agrees to comply with applicable state and federal workplace safety laws and regulations. In case of a student emergency illness or injury during the fieldwork experience, Host, upon notice of such an incident from the student, will provide such emergency care as is provided its employees, including, where applicable referring such student to the nearest emergency facility. The student bears financial responsibility for any charges generated for care beyond initial treatment.
7. 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, regulations, and public directives, including, but not limited to, those issued in times of an emergency, regarding the health and safety of employees, the public, and student interns. Failure to comply with this provision will be considered a material breach of this Agreement.
8. Except as set forth in Paragraph A.4. of this Agreement, the students participating in the program will not be considered employees or agents of Host or SUNY for any purpose. Students will not be entitled to receive any compensation from Host or SUNY or any benefits of employment from Host or SUNY, including but not limited to, health care or workers' compensation benefits (unless required by the laws of the State where Host is located), vacation, sick time, or any other benefit of employment, direct or indirect. Aside from insurance already procured, Host will not be required to purchase any additional insurance specifically for the benefit or protection of any student of SUNY.
9. To the extent the Host generates or maintains educational records related to the participating student, Host agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to SUNY and shall limit access to only those employees or agents with appropriate authority to review and/or maintain those records. For the purposes of this Agreement, pursuant to FERPA, SUNY hereby designates Hosts as a school official with a legitimate educational interest in the educational records of the participating student(s)

- to the extent that access to SUNY's records is required by Host to carry out the program. In accordance with the provisions of FERPA, in order for SUNY 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.
10. Host will provide written notification to SUNY promptly if a claim arises involving a student. Host and SUNY agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

C. Additional Provisions

1. 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, criminal conviction, or any other characteristic protected by applicable state or federal law. Furthermore, the parties hereby certify that they have institutional policies or practices (including training for employees) that prohibit harassment of, or discrimination against, individuals on the basis of their protected status under state and federal anti-discrimination laws and also provide a means for individuals to bring allegations of discrimination forward for redress.
2. 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.
3. 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 SUNY, 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.
4. This Agreement is effective when signed by all parties and shall continue in full force and effect for five (5) years or until terminated. 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 educational program. Notwithstanding the foregoing, Host may terminate any student's assignment from Host when a student 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 at Host not to be in the best interest of Host. Host will immediately report any such action to SUNY orally and in writing.

5. All notices provided by either party to the other will be in writing and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as follows:

To SUNY:

State University of New York at Cortland
Field Experience and School Partnerships Office
Rm. 1105 Education Building
PO Box 2000
Cortland, NY 13045

To HOST

Oneida County Attorney
800 Park Avenue
10th Floor
Utica, NY 13501

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

ONEIDA COUNTY

By: _____ Date: _____

Anthony J. Picente, Jr., County Executive

Approved: _____

Amanda L. Cortese-Kolasz, County Attorney

STATE UNIVERSITY OF NEW YORK AT CORTLAND

By: _____ Date: _____