

The City University of New York

Office of the General Counsel and Vice Chancellor for Legal Affairs


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ADMINISTRATIVE ADVISORY MEMORANDUM #16

May 12, 1992

TO: College Presidents
FROM: Vice Chancellor Robert E. Diaz 
RE: Affiliation Agreements

This office reviews affiliation agreements between colleges and health-related (and other) facilities in order to allow our students to obtain clinical experiences necessary for certain degree programs.

We have drafted the attached "model" form of affiliation agreement (and other related forms) which we are also distributing under separate cover to the Affiliation Agreement Coordinator at your college. We strongly recommend that your Coordinator use the new forms, as this will greatly reduce the time required to review, negotiate and approve affiliation agreements involving your college.

LM:abc
Attachments
cc: Legal Affairs Designees
affdraft.

AGREEMENT, made as of the ____ day of _____, 199_, by and between THE CITY UNIVERSITY OF NEW YORK, a corporate body existing pursuant to Article 125 of the Education Law of the State of New York, having its principal place of business at 535 East 80th Street, New York, New York 10021 (the "University"), on behalf of _____ College, a unit of the University having an address at _____ (the "College"), and _____, a duly organized _____, having its principal place of business at _____ (the "Facility").

WHEREAS, the College has a curriculum in _____ (the "Program"); and

WHEREAS, the College desires that a number of students in the Program and several of its faculty members be permitted to utilize the facilities of the Facility in order that the students may meet the objectives of the Program; and

WHEREAS, the Facility has qualified professional and clinical facilities for student instruction and training, and is willing to make its facilities available for such purposes; and

WHEREAS, in addition, the parties recognize that clinical experience constitutes an integral part of the Program and thus, the parties are desirous of cooperating in order to produce qualified _____.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

I. RESPONSIBILITIES OF THE PARTIES

A. The College shall:

1. assume responsibility for the planning and execution of the Program, including administration of the Program, curriculum content, evaluation, faculty appointments and the requirements for matriculation, promotion and graduation;

2. provide faculty for the instruction in the Program who shall collaborate with the appropriate facility personnel in planning, selecting and evaluating clinical experiences at the facility;

3. designate one or more coordinators who shall confer at regular intervals with the liaison designated by the Facility and with other Facility personnel involved in the Program, to insure maintenance of the high educational level of the Program;

4. furnish to the Facility prior to assignment of students, a list which will include the number of students and faculty to be assigned to the Facility and the clinical areas and dates of assignment requested;

5. maintain records and reports on each student's clinical education experience at the Facility;

6. instruct students and faculty that they must abide by the rules and regulations of the Facility;

7. instruct students and faculty that each patient's condition and medical records are confidential and must be treated as such; and

8. provide the Facility with a statement that the students and faculty participating in the program have met the following health requirements:

B. The Facility shall:

1. continue to be responsible for patient care in all instances;

2. designate a liaison who shall be responsible for the coordination and implementation of the Program at the Facility;

3. provide sufficient facilities, services, space, equipment and supplies in order for the Program to meet the requirements set by the College for clinical experience and instruction;

4. permit the students and faculty to use the Facility's employees' cafeteria and library;

5. provide orientation to the College's faculty and students participating in the Program, which orientation shall include familiarity with facilities, policies, procedures, and rules and regulations, as appropriate; and

6. make emergency medical treatment available to students and faculty for injuries and illnesses which may occur at the Facility during the time that students and faculty are participating in the Program. Any student or faculty member receiving such emergency services shall be financially responsible for the charges therefor.

II. LACK OF MONETARY CONSIDERATION

The Facility shall pay no stipend or other monetary consideration to the University, College, faculty or students, nor shall the University, College, faculty or students pay any monetary consideration to the Facility with respect to this Agreement.

III. NON-DISCRIMINATION

The parties shall comply in every respect with all applicable provisions of all City, State, and Federal statutes, rules and regulations which prohibit unlawful discrimination against any employee, applicant for employment, student or applicant for admission because of race, color, religion, sex, age, marital status, veteran status, handicap, disability, national origin or sexual orientation.

IV. TERMINATION OF PARTICIPANTS

The Facility may request the College to terminate the clinical experience of any student or terminate the participation of any faculty member, when the health status of that student or faculty member is detrimental to the services provided the patients or staff of the Facility. The Facility may request the College to terminate the clinical experience of any student whose conduct or behavior is detrimental to the operation of the Facility and/or patient care. No student's clinical experience shall be terminated until the grievance against any such student has been discussed with the College's Program coordinator; provided, however, that immediate action may be taken in the event of an emergency and when same is required to protect patient care or welfare.

V. WORKERS' COMPENSATION

The University and the College shall assume any and all obligations imposed by the Workers' Compensation Law of the State of New York insofar as an employee of the University or College may sustain injury or disability by reason of accident or occupational disease arising out of, or in the course of the scope of their employment with the College, for activities occurring at the Facility and in the implementation of this Agreement.

VI. NO EMPLOYEE/EMPLOYER RELATIONSHIP

No employee of the University or College nor any student participating in the Program shall be considered an employee or agent of the Facility. No employee of the Facility shall be considered to be an employee or agent of the University or College.

VII. NOTICE

All notices required or desired to be given hereunder shall be in writing and shall be sent by hand delivery or certified mail, return receipt requested, as follows:

a. If to the Facility:

b. If to the University or College:

with a copy to:

General Counsel and Vice Chancellor for Legal Affairs
The City University of New York
535 East 80th Street
New York, New York 10021

or to any such address(es) or addressee(s) as may be hereafter designated by notice.

Any notice shall be deemed to have been given, if delivered by hand, on the date of its actual receipt, or, if delivered by mail, on the date that it shall have been properly deposited in a repository of the U.S. mail.

VIII. TERM

This Agreement shall become effective as of the date written above and shall continue in full force and effect until _____, 199_. The Agreement may be renewed by the parties for up to four (4) additional terms of not more than one (1) year each, by written notice at least thirty (30) days prior to the termination date. This Agreement may be terminated by either party giving sixty (60) days prior written notice to the other party. Such termination shall not take effect with respect to students then-currently enrolled in or scheduled to participate in the Program and such students shall be allowed to complete their clinical experiences.

IX. MODIFICATION

This Agreement constitutes the entire understanding between the parties hereto, and may be modified only upon the express written consent of the parties, and only upon the written approval of the General Counsel and Vice-Chancellor for Legal Affairs for the University.

X. ASSIGNMENT

Neither party shall assign, transfer, convey or otherwise dispose of this Agreement, or any right, title or interest therein, without the prior written consent of the other party and the General Counsel and Vice-Chancellor for Legal Affairs for the University.

XI. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

[XII. ADDITIONAL PROVISIONS

This Agreement also includes Inserts _____ attached hereto.]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized officer as of the day and year first above written.

CITY UNIVERSITY OF NEW YORK AND
By: _____
Title: Secretary

By: _____
Title: _____

APPROVED AS TO FORM

By: _____
Title: General Counsel and
Vice-Chancellor for
Legal Affairs of The
City University of
New York

LM/je/ip
.HARMLESS

INSERT A

[HOLD HARMLESS]

The University agrees, to the extent authorized by law, to hold the Facility harmless with respect to any and all claims and actions arising out of or in connection with this Agreement and which result in settlements or final judgments imposing liability upon the University, the College, or upon employees of the University or College acting within the scope of their employment, except insofar as such claims or actions arise out of the negligent acts or omissions of the Facility, its trustees, directors, officers, employees or agents. The Facility shall provide the General Counsel and Vice-Chancellor for Legal Affairs of the University with prompt written notice (at the address set forth herein) of all claims and actions, including copies thereof, against the University, the College, or their employees and/or against the Facility, if such claims or actions arise out of or in connection with this Agreement.

INSERT B

[INSURANCE]

[Students]

The College will require that each student, prior to being permitted to commence a clinical experience, provide proof to the College (in the form of a copy of an insurance policy or a copy of the receipt for the paid premium therefor) that the student is covered by a policy of comprehensive general liability insurance in the amount of no less than one million (\$1,000,000.00) dollars per occurrence and three million (\$3,000,000.00) dollars in the aggregate for personal and bodily injury and broad form property damage, and professional liability insurance in the amount of no less than one million (\$1,000,000.00) dollars per occurrence and three million (\$3,000,000.00) dollars in the aggregate. Said policies shall remain in full force and effect during the term of such student's clinical experience. Neither the University nor the College shall have any further responsibility with respect to the insurance of students.

[Faculty]

The parties acknowledge that employees of the University and College are indemnified for liability pursuant to the provisions of Section 6205 of the New York State Education Law and Section 17 of the New York State Public Officers Law, subject to such limitations and conditions as are set forth therein.

STATEMENT OF INFORMATION ON FILE

FROM: _____
(College)

TO: _____
(Facility)

SUBJECT: _____
(Name of Student)

The following documentation for the above student is on file with our College:

1. Evidence of a physical exams within the past month(s)/year(s):
2. Record of immunization for _____.
3. Record of _____
4. Evidence of current liability insurance.

Sign Name: _____

Print Name: _____

Title: _____

Date: _____

THE CITY UNIVERSITY OF NEW YORK

Office of the General Counsel and Vice Chancellor for Legal Affairs

535 East 80 Street, New York, N.Y. 10021

212/794-5382



AFFILIATION AGREEMENT TRANSMITTAL

I. TO BE COMPLETED BY COLLEGE

College: _____

Coordinator (name, title and phone): _____

Department: _____

Hospital or other entity: _____

Board Resolution date: _____ (true copy attached)

II. TO BE COMPLETED BY OFFICE OF THE GENERAL COUNSEL

_____ Approved

_____ Not Approved

_____ Approved subject to the following:

_____ 1. Transmit Board Resolution

_____ 2. Add Insert A (Hold Harmless Clause)

_____ 3. Add Insert B (Insurance Clause)

_____ 4. Other: _____

Date returned to College: _____

From: Linda M. Myles
Assistant Counsel
For Commercial Matters
(212) 794-5385

LM/je
.AFFAGREE

AFFILIATION AGREEMENT - ALL PURPOSE

RESOLVED, that the Board of Trustees of The City University of New
hereby authorize the Secretary of the Board to enter into
agreements with the hospitals and health facilities listed below.
These facilities will provide appropriate clinical training for
students to meet the requirements of the _____ Program.
Neither party to these agreements is obligated to pay any monetary
consideration to the other. The agreements are for two year
periods and shall include up to four annual options for the College
to renew in its best interest. The agreements shall be subject to
approval as to form by the University Office of General Counsel.

LIST OF FACILITIES.

EXPLANATION:

LM:acb

alpur

AFFILIATION AGREEMENT - SPECIFIC

RESOLVED, that the Board of Trustees of The City University of New York authorize the Secretary of the Board to execute a contract on behalf of _____ College to enter into an agreement with _____ [Facility] to enable students enrolled in the College's _____ Program to obtain the appropriate clinical experience necessary for the completion of degree requirements. Neither party to this agreement is obligated to pay any monetary consideration to the other. The agreement is for a two year period and shall include up to four annual options for the College to renew in its best interest. The agreement is subject to approval as to form by the University Office of General Counsel.

EXPLANATION:

LM:acb

spec