

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




**REVISED ADMINISTRATIVE
ADVISORY MEMORANDUM #1**

May 8, 1991

Memorandum

To: College Presidents

From: Vice Chancellor Robert E. Diaz 

Re: Affiliation Agreements

During the course of a year, this office is requested to process and approve as to form several hundred affiliation agreements to provide clinical and field training experience for our students. When the Board of Trustees approves affiliation agreements, the Board authorizes the college president to execute the affiliation agreement, subject to the approval of the General Counsel as to form. Among the provisions carefully checked are indemnification, insurance, and non-discrimination clauses. Attached hereto is suggested language for these clauses. The University requires the inclusion of the non-discrimination clause in all agreements. The Board of Trustees resolution approving the agreement must also be transmitted with each agreement.

These agreements, which constitute contracts entered into with entities outside the University, become legally binding documents when executed. Pursuant to the Bylaws of the Board of Trustees, Sec. 2.5, the Office of General Counsel is authorized to "render[] ...legal services to the board and to the city university [sic] of New York." Thus, all documents which require legal scrutiny to protect the interests of the Board of Trustees and the University, must

be reviewed by this office. Section 11.4(c) of the Bylaws designates the President of the educational unit the authority "to carry into effect the bylaws, resolutions and policies of the Board;" thus, it is this official who should sign affiliation agreements on behalf of the Board, although by Sec. 2.5, the Secretary of the Board is also empowered to do so.

I have also enclosed a new transmittal form to be forwarded with each affiliation agreement sent for approval. Daphna H. Mitchell, Associate General Counsel for Commercial Matters, will be responsible for reviewing these agreements as to form.

DHM/iv

c: (w/enc.)
Deputy Chancellor Laurence F. Mucciolo
Acting Vice Chancellor Tilden LeMelle
Acting Vice Chancellor Matthew Goldstein

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AFFILIATION AGREEMENT TRANSMITTAL

I. TO BE COMPLETED BY COLLEGE

College: _____

Coordinator (name, title and phone): _____

Department: _____

Hospital or other entity: _____

Board resolution date: _____ (copy attached)

II. TO BE COMPLETED BY OFFICE OF THE GENERAL COUNSEL

Approved: _____

Not approved: _____

Transmit Board Resolution _____

Insert A (Hold Harmless/Indemnification Clause) _____

Insert B (Student Insurance Clause) _____

Insert C (Non-Discrimination Clause) _____

Comments: _____

Date returned to college: _____

From: Daphna H. Mitchell
Associate General Counsel
for Commercial Matters

Ann Carol Biase
Secretary

1/03/91

RECOMMENDED PROVISIONS FOR AFFILIATION AGREEMENTS

A. Hold Harmless/Indemnification Clause
(When required by hospital, etc.)

The University will hold the Hospital (or other entity) harmless with respect to all claims and actions which result in settlements or judgments imposing liability upon the University, College, or upon employees of the College acting within the scope of their employment with the College. The scope of employment of such College employees shall include conduct in the implementation of this Agreement. The University shall provide counsel for the defense of all claims and actions against the College or its employees. The General Counsel and Vice Chancellor for Legal Affairs of The City University of New York shall receive prompt notice at 535 East 80th Street, New York, New York, 10021 of all claims and actions which the University may have to defend against the University, College, or its employees. The University will indemnify the Hospital (or other entity) for judgments, or settlements to which the University, College, or its employees, is a party, and which impose liability upon the University, College, or its employees acting within the scope of their employment.

B. Student Insurance Clause
(When required by hospital, etc.)

The University will require that each student provide proof to the College, prior to being permitted to commence a clinical experience, that the student is covered by an individual professional and personal liability insurance policy in the amount of _____/_____ dollars. The responsibility of the University and the College as to the liability of students will be solely to assure that students have individual _____/_____ dollar professional and personal liability insurance coverage prior to beginning each clinical experience.

(The University will not agree to insurance for its employees, since they are covered by Education Law Section 6205.)

C. Non-discrimination Clause
(Required in all agreements)

Students will be accepted and assigned to clinical experiences and otherwise treated without regard to sex, race, religion, color, national origin, age, sexual orientation, handicap, marital or veteran status in accordance with the applicable laws of the City, State, and Nation.

January 3, 1991

INSERT D

The College shall assume any and all obligations imposed by the Workmen's Compensation Law in the State of New York, upon any party to this agreement, insofar as an employee of the 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 for the College, for activities in the implementation of this Agreement at the (facility).

INSERT E

Employees of the College are indemnified for liability pursuant to the provision of Section 6205 of the State Education Law and Section 17 of the State Public Officers Law, subject to such limitations and conditions as are set forth therein. Employees of the College are therefore not required to have Professional Malpractice Liability insurance coverage for acts within the scope of their employment.