

AFFILIATION AGREEMENT  
Between  
The Department of Health and Mental Hygiene  
And  
The City University of New York  
York College School of Nursing

AGREEMENT ("Agreement") made as of the 1<sup>st</sup> day of July, 2011 ("Effective Date") by and between The City University of New York, with its principal place of business at 535 East 80<sup>th</sup> Street, New York, NY 10075 ("the University"), on behalf of York College ("College"), an educational unit of the University with an address at 94-20 Guy R. Brewer Blvd., Jamaica, NY 11451, and the New York City Department of Health and Mental Hygiene ("Agency") with its primary offices at 2 Gotham Center, 42-09 28<sup>th</sup> Street, Queens, NY 11101 (each a "Party", and collectively, the "Parties").

WHEREAS, University and the Agency desire to affiliate and agree to cooperate in providing the an educational program for the students enrolled in the College's nursing program ("Nursing Program"); and

WHEREAS, the Nursing Program shall include tasks with and for the client population under the care of the Agency who are in the custody of the New York City Department of Corrections ("DOC") at a DOC facility ("Facility"); and

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

NOW, THEREFORE, the parties agree as follows:

A. Term

This Agreement shall commence as of the Effective Date and shall continue in full force and effect until termination. This Agreement may be terminated by mutual written agreement at any time or by either party giving sixty (60) days prior written notice to the other party; provided that, any student assigned to the Agency for clinical training at the date of termination shall be permitted to complete their assignment.

B. College Responsibilities.

The College shall:

1. assume full responsibility for the planning, implementation and administration of the Nursing Program. To the extent that any part of the Nursing Program shall

- involve the Agency, the Agency shall have the right to approve such parts of the Nursing Program in advance of its implementation;
2. provide faculty for the instruction in the Nursing Program who shall collaborate with appropriate Agency personnel in planning, selecting and evaluating clinical experiences at the Agency;
  3. be responsible for planning the schedule of student assignments and faculty and informing the Agency of the number of students and faculty to be assigned. The number of students and schedule of assignments shall be subject to the approval of the Agency;
  4. provide a clinical education coordinator, who shall act as liaison between the College and the Agency and shall collaborate with the appropriate Agency personnel in planning, selecting and evaluating clinical experiences at the Agency;
  5. instruct all students and faculty referred to the Agency of their responsibility for complying with all pertinent rules and regulations of the Agency;
  6. instruct all students and faculty that they must abide by the rules and regulations of the Agency including those governing the use and disclosure of individually identifiable health information under federal law and to respect the confidential nature of all patient medical records which may come to them;
  7. instruct all students and faculty to respect the confidentiality of HIV-related patient information, in accordance with Article 27-f of the New York State Public Health Law;
  8. instruct all students and faculty that they must abide with DOC directives, rules and regulations when at the Facilities and that failure to do so will result in their removal pursuant to Section C.2.(iv) below;
  9. keep all records and reports pertinent to the student's clinical experience. These records shall be made available to the Agency upon its request, with the student's prior written permission;
  10. The University agrees, to the extent authorized by law, to hold the City and the Agency harmless from and indemnify it in the amount of any settlement or final judgment of a court of competent jurisdiction to the extent such settlement or judgment is based on the negligence of the University or College, or any of their trustees, officers or employees when acting within the course and scope of their employment in connection with this Agreement, except insofar as the claim or action giving rise to such settlement or judgment arises out of the acts or omissions of the City or the Agency, or any of their trustees, directors, officers, employees or agents.

The University's obligation under this paragraph shall not arise where, or to the extent that, the injury or damage that is the basis for such claim or action resulted from intentional wrongdoing or reckless conduct on the part of any such trustee, officer or employee of the University or College. The University's obligation under this paragraph shall be conditioned upon (a) prompt delivery of service on the City or the Agency, to the University Office of the General Counsel at the address set forth herein, of a copy of any summons, complaint, process, notice, demand or pleading against the University, College or any of their trustees, officers or employees, or against the City or the Agency when such claim or action arises out of or in connection with this Agreement, and (b) the full cooperation of the City and the Agency of any such claim or action and the prosecution of any appeal.

11. The University shall 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 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.
12. 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.
13. provide the Agency with proof of such coverage of insurance;
14. require that all students and faculty assigned to the Agency shall maintain health insurance coverage. Proof of such coverage shall be forwarded prior to placement by the student to the Agency upon the request of the Agency.
15. Prior to the admittance of any student or faculty to a Facility, the College will certify in writing that such student or faculty member has presented documented evidence of:
  - a. A complete physical examination and health clearance within the past twelve (12) month;
  - b. A combined booster of diphtheria and tetanus and/or diphtheria, tetanus and acellular pertussis within the last ten (10) years;
  - c. A negative PPD history;
  - d. A measles, mumps and rubella ("MMR") antibody test that detects immune antibody titre or proof of MMR immunization;
  - e. Immunization for Hepatitis B1; and

- f. For any student or faculty born after January 1, 1957, either a documented case of measles or proof of immunization therefor.

C. Agency Responsibilities.

The Agency shall:

1. retain ultimate responsibility for the care of its patients;
2. provide a liaison who shall be responsible for the coordination and implementation of the Nursing Program at the Agency including, but not limited to:
  - (i) the final selection and assignment of students;
  - (ii) assignment of specific duties to each student at its discretion, reserving the right to rotate duties and assignments consistent with the skills and acquired knowledge of the students, the Agency's needs, and the Agency's and DOC's overall responsibilities at the City facilities involved;
  - (iii) determination with the University of the students' work days and hours; and
  - (iv) removal from a Facility of any student if the actions of such a person pose a risk to the safety, health, or well being of patients, the Agency's staff, or to the property of the Agency in the event of such removal, the Agency shall immediately notify the University which shall have an opportunity to address the issue; no student or faculty advisor shall be reinstated or allowed to return without the Agency's prior written approval.
3. to the extent practicable, make available to the students the space, facilities, equipment, and supplies necessary for the Nursing Program;
4. arrange for emergency medical care for students who become ill or injured during clinical assignments, if feasible. The students shall arrange for medical care beyond that of an emergency nature. A student shall be responsible for the cost of such emergency care and for the cost of any additional medical care beyond that of an emergency nature.

D. Non-Discrimination, Students Matters and No Monetary Consideration.

1. The Parties shall not discriminate against any employee, applicant, patient, or student because of race, color, religion, sex, sexual orientation, national origin, age, disability, marital or parental status, veteran or disabled veteran status or citizenship status.

2. Students referred to the Agency under this Agreement shall not in any way be considered an employee or agent of the Agency or the University, nor shall any student be entitled to any fringe benefits, Workman's Compensation, disability benefits, or other rights normally afforded to employees of the Agency or the University.
3. The Agency shall pay no stipend or other monetary consideration to the University, College, faculty or student, not shall the University, College, faculty or students pay any monetary consideration to the Agency with respect to this Agreement.

E. Notice.

Notices required hereunder shall be in writing and shall be delivered by messenger or by certified or registered mail, return receipt requested:

To the College:

Joanne Lavin  
Director of Nursing  
York College  
94-20 Guy R Brewer Blvd.  
Jamiaca, NY 11451

With a copy to:  
Office of the General Counsel  
City University of New York  
535 East 80<sup>th</sup> Street,  
New York, New York 10075

To the Agency:

Nancy Arias  
Director of Nursing  
Correctional Health Services  
New York City Department of Health and Mental Hygiene  
2 Gotham Center  
42-09 28<sup>th</sup> Street, 10-59  
Queens, NY 11101

With a copy to:

General Counsel  
New York City Department of Health and Mental Hygiene  
2 Gotham Center  
42-09 28<sup>th</sup> Street  
Queens, NY 11101

F. Miscellaneous

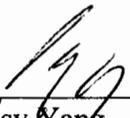
1. This Agreement constitutes the entire understanding of the Parties and merges all prior discussions, agreements or understandings into it. No prior agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
2. This Agreement may, from time to time, be modified by a writing signed by authorized representatives of the Parties. It may not be altered, modified, rescinded or extended orally.
3. Each Party agrees that it shall not assign, transfer, convey or otherwise dispose of this Agreement except by operation of law, without the prior written consent of the other party.
4. This Agreement shall be binding upon and for the benefit of the Parties hereto and each of their respective successors and permitted assigns and shall be for the sole benefit of the parties hereto.
5. Each of the Parties shall perform its obligations hereunder as an independent contractor. Nothing contained in this Agreement shall create any agency, partnership, association or joint venture between the Parties hereto. Neither Party shall have the right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind the other Party contractually in any manner whatsoever. Under no circumstances, as a result of this Agreement, shall any officer, agent, employee or representative of one Party be

considered an officer, agent, employee or representative of the other Party.

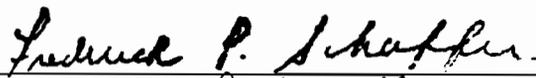
6. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State of New York.
7. This Agreement may be executed in one or more counterparts, which, when taken together, shall constitute one and the same.

IN WITNESS WHEREOF, authorized representatives of the parties have signed this Agreement as of the Effective Date.

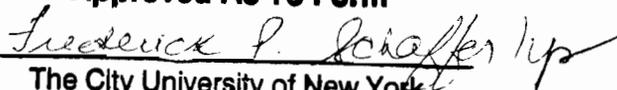
NEW YORK CITY DEPARTMENT OF HEALTH AND  
MENTAL HYGIENE

By:   
Patsy Yang  
Executive Deputy Commissioner and Chief Operating Officer

CITY UNIVERSITY OF NEW YORK

By:   
Name: Frederick P. Schaffer  
Title: General Counsel

**Approved As To Form**

  
The City University of New York  
Office of the General Counsel  
Date: 6/24/11