

CLINICAL AFFILIATION AGREEMENT

This CLINICAL AFFILIATION AGREEMENT (the "Agreement") is by and between **CROUSE HEALTH HOSPITAL, INC.**, 736 Irving Avenue, Syracuse, New York 13210 (hereinafter referred to as "Crouse") and **SYRACUSE CITY SCHOOL DISTRICT**, having an address of 725 Harrison Street, Syracuse, NY 13210 (hereinafter referred to as "School"). Crouse and School may collectively be referred to herein as the "Parties".

RECITALS

Whereas, the School has established and is a provider of academic programs for the education of students studying in the Healthcare Academy, which requires an observational experience or clinical internship component at certain health care facilities.

Whereas, the School desires that certain students, and when appropriate, certain of School's faculty members participate and utilize Crouse's facilities to afford its students and/or faculty the opportunity to engage in clinical experiences (the "Program").

Whereas, Crouse is qualified to provide access to such clinical experiences to School's students and agrees to allow the School's students supervised by the School's faculty members to participate in the Program under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Crouse and the School agree as follows:

ARTICLE I: TERM AND TERMINATION

This Agreement will commence as of January 1, 2024 and shall remain in full force and effect until terminated by either party. This Agreement may be terminated at any time without cause by either party upon 60 days written notice to the other party, provided, however, in the event and to the extent possible, the parties will endeavor to allow student(s) to complete any clinical experience underway at the time of the cancellation, unless the termination arises out of a failure to obey Crouse's policies and procedures, this Agreement, or any applicable statutory, regulatory or professional rules or codes.

ARTICLE II: RESPONSIBILITIES OF CROUSE

1. Patient Care. The Parties agree and acknowledge that Crouse will retain ultimate responsibility for provision of all client/patient care or patron service and that such care or service is its first priority of care to its patients or residents. Notwithstanding anything to the contrary herein this Agreement, Crouse remains responsible for ensuring that any service provided at Crouse (whether pursuant to this Agreement or otherwise) comply with all pertinent provisions of federal, state and local statutes, rules and regulations, and that Crouse thereby retains ultimate and overall review and oversight of all services provided at Crouse.

2. Supplies. Crouse, as it deems necessary and proper, will make available to assigned students, appropriate working environment, basic supplies, and equipment necessary in order to provide supervised clinical educational experiences.
3. Accommodations. The School understands and agrees that Crouse will not provide School's students with any living accommodations, transportation, or meals during the Program.
4. Orientation. Crouse will provide School's students with any required orientation/training regarding Crouse's policies, procedures, rules and regulations, including, but not limited to, training required under Crouse's HIPAA policy, as further set forth below.
5. Evaluation. Crouse will evaluate the performance of the School students as parties mutually agreed upon.
6. Student Performance. Crouse will advise School in a timely manner of any deficiencies noted in an assigned School student's performance. In such event, Crouse and School will attempt to devise a plan by which the student may be assisted in achieving the stated objectives of the educational program or discharged from the Program. Crouse has the right to require School to withdraw any student whose health (despite reasonable accommodation) or performance is a detriment to patient, client or patron well-being or to the achievement of the objectives of this Agreement.
7. Student Actions. Crouse in conjunction with the School may remove from the premises any student who poses a threat or danger to personnel, or property, or for unprofessional behavior. However, in the sole discretion of Crouse, should that threat or danger be considered imminent, that student shall immediately be removed.
8. Emergency Services. Crouse shall, upon request provide emergency services for School students or faculty who become ill, or who are injured while on-site at Crouse during their clinical experience. School students and faculty shall be solely responsible for payment of all charges incurred for receipt of such emergency services.
9. Locations. In addition to Crouse's primary location, Crouse and School may agree to , include any additional entities and locations owned and operated by Crouse, or those locations with whom Crouse has contracts/agreements, for the purposes of the School's students participation in the Program.
10. Confidentiality. Crouse shall comply with all applicable requirements regarding the confidentiality of student and employee records, including the Family Educational Rights and Privacy Act, Education Law Section 2-d and regulations of the United States and the New York State Education Departments, as set forth in more detail in Attachment A, attached hereto and incorporated by reference.
11. Legal Compliance. Crouse shall adhere to all applicable New York State and federal law and regulations governing this Agreement including but not limited to those related to background clearance for any and all employees of Crouse who will have direct contact with students on Syracuse City School District grounds, if any.

ARTICLE III: RESPONSIBILITIES OF THE SCHOOL

1. **Education.** School assumes full responsibility for the planning and implementation of the Program for its students, including, but not limited to, planning and determining the adequacy of the educational experience of its students in theoretical training, basic skills in the provision of health care, professional ethics, attitude and behavior. School will determine a student's final grade. School will notify Crouse at least sixty (60) days prior to the start of each new Program of each student's assignment and schedule, including the dates and purpose of affiliation, the name of each student, and the level of academic preparation. Crouse may approve or disapprove all schedules and assignments in its sole discretion.

2. **Background Check.** The School will perform and provide the results of a state criminal background check that is required to be conducted on all instructors and students to be assigned to Crouse under this Agreement. Such criminal background check shall be conducted in all states where the assigned student has lived, worked or gone to school, either within the past seven (7) years, or from the date that the assigned individual turned sixteen (16) years of age, whichever is shorter. The School will notify Crouse within ten (10) days prior to the beginning of any assignment should the results of a background check reveal a student has a criminal record.

In the event that the School will not provide Crouse with the mandatory criminal background check, Crouse will provide a link for the students to access, complete required information and pay for the background check, the results of which are provided directly to Crouse. The cost is approximately \$40.00.

The School acknowledges that Crouse in its sole discretion, reserves the right not to accept any student who has a criminal record to the Program. In the event that Crouse declines to accept a student based upon a positive criminal record, Crouse shall notify the School and it will be the responsibility of the School to notify the student in a timely manner.

3. **Compliance.** School will advise its students and faculty of their responsibility for complying with the Crouse policies, rules and regulations. All students are required to follow the policies and procedures set forth by Crouse at all times while in the Program. Any passwords necessary to access policies and procedures will be provided during orientation at Crouse.

4. **HIPAA & FERPA.** The School will assist Crouse to educate the School's students regarding HIPAA and FERPA Laws prior to participation in any Program. Crouse requires that students comply with the policies and procedures established by Crouse, including, but, not limited to, those policies and procedures related to the Health Insurance Portability and Accountability Act of 1996, as amended and its implementing regulations ("HIPAA") and the Federal Educational Rights and Privacy Act of 1974 and its implementing regulations ("FERPA"). By entering into this Agreement, the Parties hereto contemplate that this Agreement anticipates an independent working relationship. It does not intend that any party of one entity be or become an employee of the other party, except that to the extent that the activities performed hereunder are subject to the provisions of the Healthcare Information Portability and Accountability Act of 1996 ("HIPAA"), the School students and/or faculty shall be deemed members of Crouse's workforce at all times during the Program for HIPAA compliance only. The

provisions set forth herein shall survive expiration or termination of this Agreement regardless of the cause of such termination.

5. Health Requirements. The School shall require all students participating in the Program to provide a record of medical examination with proof of an acceptable immunization record that includes, but, is not limited to, Rubeola, Rubella, Mumps, and Varicella vaccines or boosters, as may be required. Each School student must also receive the annual flu vaccine. The School will inform students that they may be required to undergo a TST or IGRA, drug test or similar screening tests pursuant to Crouse's policies and procedures. Crouse in its sole discretion, reserves the right not to accept any student that fails to meet the health requirements as set forth herein.

6. Infectious Disease & Blood Borne Pathogens. The School with the assistance of Crouse shall provide its students and faculty with training relative to the risk of exposure to infectious diseases and blood borne pathogens. School students and/or faculty are required to adhere to all of Crouse's policies and procedures and comply with OSHA Standards.

7. Insurance. The School shall maintain during the term of this Agreement a liability insurance policy covering any claims alleging the negligent acts of School students and faculty which may have caused bodily injury or personal injury, including but not limited to such claims that relate to improper advice or consultation in connection with School students' and faculty's placement in the Program under this Agreement. Said policy shall have an applicable limit of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. The School shall furnish Crouse with a certificate of insurance evidencing proof of such liability insurance coverage upon request, and shall provide Crouse with thirty (30) days' advance written notice prior to any cancellation or material modification of coverage.

8. Health Insurance Coverage. School shall inform students that they are personally responsible for procuring their own health insurance coverage. Crouse does not provide free health insurance coverage or care for individuals that are participating in the Program.

ARTICLE IV: MUTUAL RESPONSIBILITIES OF SCHOOL AND CROUSE

1. Non-Discrimination. The Parties will comply with any applicable federal, state or local laws, rules or regulations prohibiting discrimination. The Parties will not discriminate against any employee, applicant or student enrolled in their respective program because of age, disability, color, military, or veteran status, sexual orientation, national origin, race, religion, gender identity, or any other class protected under the laws. Crouse does not allow anyone to be offered a position that is on the OIG/CMS exclusions list.
2. Notices. Any notices pursuant to this agreement shall be delivered by certified mail, return receipt requested or by overnight courier to the following:

If to Crouse:

Crouse Health Hospital
Attn: Kathleen Steinmann, DNP, ANP-BC, CNS
Director Education & Professional Practice

736 Irving Ave
Syracuse, NY 13210
Phone: (315) 315-470-7720
Email: KathySteinmann@crouse.org

With a copy to:

Crouse Health Hospital
Attn: Michelle Bush, Policies & Contracts Administrator
736 Irving Ave
Syracuse, NY 13210
Phone: (315) 315-470-8337
Email: MichelleBush@crouse.org

If to School:

Syracuse City School District
Attn: Superintendent of Schools
725 Harrison Street,
Syracuse, NY 13210
Phone: () _____
Email: ADavis4@scsd.us

With a copy to:

Ferrara Fiorenza PC
Attn: Colleen Heinrich
5010 Campuswood Drive
East Syracuse, NY 13057
Phone: (315) 437-7600
Email: cwheinrich@ferrarafirm.com

3. Assignment. Neither party may assign its rights or obligations hereunder without the prior written approval of the other party.
4. No Relationship Between The Parties. Nothing in this Agreement is intended to or shall be construed to constitute or establish a partnership or joint venture or similar relationship between the parties herein.
5. No Monetary Compensation. The Parties agree that no money will be paid by either party to the other under the terms and conditions of this Agreement and that the mutual benefits contained herein constitute sufficient consideration.
6. Force Majeure. Neither party shall be liable for failure to perform any duty or obligation under this Agreement, if such failure is occasioned by any act of God, fire, labor dispute, pandemic, epidemic, inevitable accident, war, terrorist attack (or threat thereof), or any other cause outside the reasonable control of the party that had the duty to perform;

provided however, that the non-performing party shall resume performance in accordance with the otherwise applicable terms and conditions of this Agreement as soon as practicable following abatement of such cause.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Should a dispute arise, the parties agree to first resolve the issue between legal counsel, then failing resolution, to seek relief in a court situated in Onondaga County, New York.
8. Indemnification. Each party will defend, indemnify and hold harmless the other party and their directors, officers, trustees, employees, agents, representatives, successors and assigns from and against any and all liability, losses, causes of action, claims, judgments, settlements, awards, costs and reasonable expenses (including, without limitation, reasonable attorney's fees) to the extent arising out of the negligent or intentional act or omission of such party or its directors, officers, trustees, employees, agents or representatives.
9. Special Damages. In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party even if the party has been advised of the possibility of such damages.
10. No Third-Party Beneficiaries. This Agreement will inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.
11. Entire Agreement. This Agreement including any exhibits contain the entire understanding of the parties and supersedes any and all previous agreements. This Agreement may not be amended or changed unless in writing and agreed to by both parties.
12. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will continue valid and enforceable to the fullest extent permitted by law.
13. The Headlines/Titles set forth throughout this Agreement are for convenience only.
14. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

IN WITNESS WHEREOF, the parties in their authorized capacity have executed this Agreement on the date first set forth above.

CROUSE HEALTH HOSPITAL

By: 

Name: Seth Kronenberg, M.D.
Title: CEO & President

SYRACUSE CITY SCHOOL DISTRICT

By:  6/14/24

Name: Anthony Q. Davis
Title: Superintendent of Schools

By:  6/7/2024

Name: Britt Britton
Title: Chief Academic Officer

Attachment A
DATA PRIVACY PLAN AND
PARENTS' BILL OF RIGHTS FOR
DATA SECURITY AND PRIVACY

Pursuant to Section 2-d of the Education Law, agreements entered between the District and a third-party contractor which require the disclosure of student data and/or teacher or principal data that contains personally identifiable information ("PII") to the contractor, must include a data security and privacy plan and must ensure that all contracts with third-party contractors incorporate the District's Parents' Bill of Rights for Data Security and Privacy.

As such, the Crouse Health Hospital, Inc. agrees that the following terms shall be incorporated into the contract for services ("the Contract") and it shall adhere to the following:

1. The Contactor's storage, use and transmission of student and teacher/principal PII shall be consistent with the District's Data Security and Privacy Policy and Parents' Bill of Rights for Data Security and Privacy available here: [\[http://www.syracusecityschools.com/districtpage.cfm?pageid=596\]](http://www.syracusecityschools.com/districtpage.cfm?pageid=596) and incorporated herein by reference.
2. Contractor shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.
3. The exclusive purposes for which the student data or teacher or principal data will be used under the contract are set forth in the **Description of Services** Paragraph of the Contract only for the term of the Contract as set forth in the **Term and Termination** Paragraph.
4. The Contractor shall maintain the following administrative, operational and technical safeguards and practices in place to protect PII, which shall align with the NIST Cybersecurity Framework, including:
 - a. PII data will be protected using encryption while in motion and at rest by [ENTER HOW]. All PHI & PII is transmitted through a secure portal via email. The email is kept and archived in a secured program called Barracuda.
 - b. PII will be stored in a manner as to protect its security and to mitigate any potential security risks. Specifically, all student data and/or teacher or principal data will be stored by [ENTER HOW STORED]. The security of this data will be ensured by [ENTER SECURITY SAFEGUARDS]. All PHI & PII is transmitted through a secure portal via email. Once the information is received, it is printed and stored in a secured file cabinet. It is kept for 3 years then destroyed. The email is kept and archived in a secured program called Barracuda.
 - c. Physical access to PII by individuals or entities described in paragraph 3 above shall be controlled as follows: [DESCRIBE] Only the Department of Education and Professional Services has access to this PII and it is secured in locked cabinets for a period of 3 years, then is destroyed.
5. The Contractor shall ensure that no PII is disclosed to employees, subcontractors, or other persons or entities unless they have a legitimate educational interest and only

for purposes necessary to provide services under the Contract.

- a. By initialing here Contractor represents that it will not utilize any subcontractors or outside entities to provide services under the Contract and shall not disclose any PII other than as required pursuant to paragraph 6 below.
- b. [IF SUBCONTRACTORS ARE USED DESCRIBE HOW CONTRACTOR WILL "MANAGE RELATIONSHIPS"] Not Applicable

Contractor shall ensure that all employees, subcontractors, or other persons or entities who have access to PII will abide by all applicable data protection and security requirements, including, but not limited to those outlined in applicable laws and regulations (e.g., FERPA, Education Law Section 2-d). Contractor shall provide training to any employees, subcontractors, or other persons or entities to whom it discloses PII as follows: Crouse has very specific policies regarding confidentiality of PHI and employees are required annually to complete continuing education courses on the HIPAA Security Rules and acknowledge/execute a certification. Any violation may result in disciplinary action with may include suspension, restriction of access or more severe penalties up to and including termination of employment. Where illegal activities or theft of Hospital property (physical or intellectual) are suspected, the Hospital may report such activities to the applicable authorities.

6. Contractor shall not disclose PII to any other party other than those set forth in paragraph 4 above without prior written parental consent or unless required by law or court order. If disclosure of PII is required by law or court order, the Contractor shall notify the New York State Education Department and the District no later than the time the PII is disclosed unless such notice is expressly prohibited by law or the court order.
7. Upon expiration of the contract, the PII will be returned to the District and/or destroyed. Specifically, all PII is destroyed through our Shred-It vendor
8. The parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data collected by contacting the School District.
9. The Contractor shall take the following steps to identify breaches or unauthorized releases of PII and to notify the District upon learning of an unauthorized release of PII.
 - a. Provide prompt notification to the District no later than seven (7) calendar days from date of discovery of a breach or unauthorized release of PII. Contractor shall provide notification to the District's data privacy officer by phone and by email.
 - b. Contractor shall cooperate with the District and law enforcement to protect the integrity of the investigation of any breach or unauthorized release of PII.
 - c. Crouse will provide notice of any unauthorized release of PII by US Mail in care of the student's parent.

10. A complete list of all student data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
11. Parents have the right to file complaints with the District about possible privacy breaches of student data by the District's third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov.

The District shall publish this contract addendum on its website.

Signed By:

**Crouse Health
Hospital**



07/09/24

Signature

Date

Seth Kronenberg, M.D.
President & CEO