

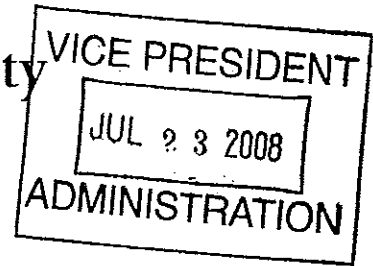
750 East Adams Street
Syracuse, NY 13210

Contracts Office - MT 209



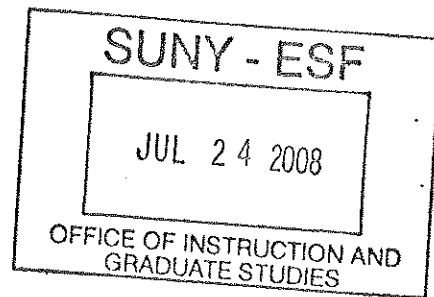
File
cc: Bongarten
Raynal Tel 315.464.4680
Fax 315.464.4679
Leopold
Smart www.upstate.edu

State University of New York
Upstate Medical University



July 22, 2008

Connie S. Webb
Vice President for Administration
SUNY ESF
208 Bray Hall
1 Forestry Drive
Syracuse, New York 13210



RE: SUNY ESF/SUNY Upstate Medical University

Dear Ms. Webb:

Enclosed please find an executed copy of the Affiliation Agreement between SUNY ESF and Upstate Medical University. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard M. Groth".

Richard M. Groth
Director of Contracts

Enclosure

cc: Deanna L. Kiska, Ph.D., DABMM

SUNY TO SUNY AFFILIATION AGREEMENT

THIS AGREEMENT is made by and between the **STATE UNIVERSITY OF NEW YORK**, an educational corporation organized and existing under the laws of the State of New York, with its principal place of business located at State University Plaza, Albany, New York 12246, through and on behalf of the **STATE UNIVERSITY OF NEW YORK UPSTATE MEDICAL UNIVERSITY**, a component of which is **UNIVERSITY HOSPITAL**, a general hospital licensed under Article 28 of the New York Public Health Law, located at 750 East Adams Street, Syracuse, New York 13210 (“University”) and **STATE UNIVERSITY OF NEW YORK COLLEGE OF ENVIRONMENTAL SCIENCE AND FORESTRY**, located at 1 Forestry Drive, Syracuse, New York 13210 (“Affiliate”).

WHEREAS, University and Affiliate are committed to the education of health professionals, and recognize that clinical fieldwork experience constitutes an important part of the curriculum in educating its students, and

WHEREAS, Affiliate has developed and established an education program in Biotechnology (“Program”) and desires to have its students (“Students”) receive supervised clinical fieldwork experience at University, which is planned to support the objectives of the Program for providing selected learning experience for Students, and has qualified faculty (“Faculty”) for the general clinical supervision, instruction, and training of Students, and

WHEREAS, University has qualified professionals and clinical facilities for clinical fieldwork experience and is willing to make its facilities available for this purpose to Affiliate and Students pursuant to the terms and conditions of this Agreement,

NOW THEREFORE, University and Affiliate agree as follows:

This Agreement will become effective as of June 1, 2008 and shall expire on May 31, 2013. If either party wishes to terminate this Agreement, it is understood that written notice will be given to the other party at least ninety (90) days in advance of such termination provided, however, that no such termination shall take effect until Students already placed in the clinical fieldwork experience at University have completed their scheduled clinical fieldwork experience at University. Notwithstanding the foregoing, this Agreement may be terminated immediately without notice if University, in its sole judgment, determines that continuation of the Agreement may be a threat to the safety or welfare of University’s patients, the patients’ families, or University employees or visitors, or the efficient operation of University, or other reasons which cause the continued presence of Faculty or Students at University not to be in the best interest of University. Any academic or clinical appointments shall automatically terminate upon termination of this Agreement.

A. Affiliate Responsibilities:

1. shall designate a person ("Clinical Coordinator of Affiliate") who will plan jointly with the Clinical Coordinator of University for the coordination and implementation of the clinical fieldwork experience at University.

2. shall provide University with current information about its curriculum and clinical education goals no later than thirty (30) days prior to the beginning of each semester.

3. shall select Students for clinical fieldwork experience and shall forward the names of Students to the Clinical Coordinator of University no later than thirty (30) days prior to the beginning of each semester. At University's option, a pre-placement interview conducted by University may be required. University retains the right to reject Students selected by Affiliate.

4. shall assure that Students in the clinical fieldwork experience at University will be in acceptable academic and good standing at Affiliate and shall have successfully completed all the prerequisite courses and/or previous clinical education experience as specifically requested by University. Affiliate shall inform University of the level of education and training Student has received no later than thirty (30) days prior to his/her placement in the clinical fieldwork experience at University and shall provide University with documentation of each Student's level of education and training within fifteen (15) days upon request.

5. shall provide qualified Faculty, at its sole cost and expense, for the general clinical supervision, instruction, and training of Students, shall have Faculty available for contact when Students are at University, and shall provide University with documentation evidencing Faculty's qualifications and ability to provide general clinical supervision, instruction, and training of Students and with a copy of each Faculty's professional license no later than thirty (30) days prior to the beginning of each semester. Faculty provided by Affiliate must meet with University's written approval.

6. shall certify to University that Faculty and Students participating in the clinical fieldwork experience at University are in good physical and mental health and that they are competent to participate in the clinical fieldwork experience at University.

7. shall supervise all educational and clinical fieldwork experiences of Students at University and such supervision shall be the responsibility of Affiliate unless Affiliate has made prior written arrangements with University to provide for the supervision of the educational and clinical fieldwork experiences of Students at University.

8. shall notify the Clinical Coordinator of University immediately if any Faculty or Students are unable to continue in the clinical fieldwork experience at University.

9. shall assure that Faculty and Students who participate in the clinical fieldwork experience at University will fully adhere to and comply with all applicable standards of The Joint

Commission and all applicable rules, regulations, and laws of the State of New York and federal government, and the policies, procedures, rules, and regulations of University.

10. shall assure that Faculty and Students carry an identification card issued by University and that they conspicuously display his/her name badge when engaging in the clinical fieldwork experience at University.

11. shall, upon notice from University of any Faculty or Student whom University determines, in its sole judgment, has failed to obey University's policies, procedures, rules, and regulations, or University deems to be a threat to the safety or welfare of University's patients, the patients' families, or University employees or visitors, or the efficient operation of University, or other reasons which cause the continued presence of Faculty or Student at University not to be in the best interest of University, immediately remove Faculty or Student from the clinical fieldwork experience at University. Faculty or Student may be permitted to return to the clinical fieldwork experience at University when and if the problem is resolved to the sole satisfaction of University.

12. shall advise Faculty and Students to provide University with a written record of immunizations and clinical tests required by local, State, or federal law no later than thirty (30) days prior to the beginning of each semester. Such records (Exhibit C) will be sent directly to University's Employee/Student Health Department. Failure to timely provide University with said records will preclude Faculty or Student from participating in the clinical fieldwork experience at University.

13. shall require Faculty and Students to have vaccinations required by local, State, or federal law, including a hepatitis B vaccination. Failure to have said vaccinations will preclude Faculty or Student from participating in the clinical fieldwork experience at University.

14. shall advise Faculty and Students of the necessity to be free from any health impairment that is of potential risk to University's patients, the patients' families, and University employees or visitors, or that may interfere with the performance of University's responsibilities.

15. shall provide Faculty and Students likely to have access to confidential health information with education related to the basic principles of patient privacy and confidentiality and require that Faculty and Students are respectful of the confidential nature of all medical information, whether provided to them orally, in patient medical records, or maintained on University's electronic information system, relating to patients and that medical information is not to be released to any person without prior written approval from the Clinical Coordinator of University, and if determined to be appropriate by the Clinical Coordinator of University, by University's Privacy Officer, and the patient involved. Upon learning of any suspected or actual unauthorized use or disclosure of confidential information, Affiliate shall promptly notify University's Privacy Officer.

16. shall require that Faculty and Students review University's privacy policies prior to beginning the clinical fieldwork experience and comply with such policies thereafter in connection with their participation in the clinical fieldwork experience at University.

~~17. shall cooperate and assist with the orientation of Faculty and Students to University in~~ accordance with University's rules and regulations including any required training under HIPAA, OSHA, CDC, and/or The Joint Commission. Failure by Faculty or Students to attend said orientation and/or training shall preclude Faculty or Student from participating in the clinical fieldwork experience at University.

18. shall require that Faculty and Students sign the State of New York Upstate Medical University Confidentiality Agreement attached hereto as Exhibit D and complete education provided by University on confidentiality and University's privacy policy. Failure to sign Exhibit D and/or to complete said education shall preclude Faculty or Student from participating in the clinical fieldwork experience at University.

19. shall certify that it is not excluded from participation in a Federal Health Care Program. Affiliate shall immediately notify University in the event that Affiliate finds that any Faculty or Student participating in the clinical fieldwork experience at University is excluded from participation in a Federal Health Care Program.

20. shall certify that it is not under investigation by any local, State or federal government entity. In addition, Affiliate shall notify University immediately in the event that Affiliate becomes the subject or target of any such investigation.

21. shall warrant that it complies with all applicable local, State and federal provisions.

22. shall assure that Faculty and Students are covered under accident and health insurance policies to cover accidents, injuries, or illnesses occurring in the course of their participation in the clinical fieldwork experience at University and shall provide evidence of such coverage to University no later than fifteen (15) days after request.

23. shall assure that Faculty and Students are covered under insurance required by local, State, and federal laws, rules, and regulations and shall provide evidence of such coverage to University no later than fifteen (15) days after request.

24. shall provide Workers' Compensation insurance for Faculty and such insurance shall meet the requirements of the New York State Insurance Law and shall provide evidence of such coverage to University no later than fifteen (15) days after request.

25. shall be responsible for any and all damages to any University property, premises, equipment, or supplies that may occur as the result of Faculty or Student participation in the clinical fieldwork experience at University.

B. University Responsibilities:

26. shall designate a person ("Clinical Coordinator of University") who will plan jointly ~~with the Clinical Coordinator of Affiliate for the coordination and implementation of the clinical~~ fieldwork experience at University.

27. No later than forty-five (45) days prior to the beginning of each semester, University will advise Affiliate of the number of Students who can participate in the clinical fieldwork experience at University. The number of Students who can be accepted for clinical fieldwork experience at University for any semester shall be determined solely by University.

28. shall provide an overall orientation for Faculty and Students to University.

29. may suspend and/or may request Affiliate to immediately withdraw any Faculty or Student who University, in its sole judgment, fails to obey University's policies, procedures, rules and regulations, or whom University deems to be a threat to the safety or welfare of patients or to the efficient operation of University or is otherwise unacceptable to participate in the clinical fieldwork experience at University. Faculty or Student may be permitted to return to the clinical fieldwork experience at University when and if the problem is resolved to the sole satisfaction of University.

30. may refuse the use of its facilities to any Faculty or Student who does not abide by University's policies, procedures, rules and regulations.

31. shall make available, insofar as possible, classrooms, conference rooms, and clinical areas for clinical fieldwork experience. Faculty and Students, at their own expense, may use the cafeteria facilities at University.

32. shall have no responsibility for the transportation of Faculty and Students to and from University.

33. shall, in its sole discretion, designate those patients or categories of patients to whom Faculty and Students may be exposed.

34. shall, at the request of Affiliate, evaluate Students' performance at mid-term and/or after completion of the clinical fieldwork experience at University on forms provided by or acceptable to University.

35. shall provide Faculty and Students with emergency medical care for injury or illness occurring while participating in the clinical fieldwork experience at University. Billing for this service will be done in the same manner as for any patient receiving Emergency Department care. Follow-up care is the responsibility of the injured party. Financial responsibility for the Emergency Department services shall be the obligation of Faculty or Student. With the exception of emergency care, Faculty and Students will arrange for their own medical care.

36. shall report to Affiliate if it is discovered that Faculty or Students have been exposed to a health hazard unrecognized at the time of exposure, e.g. radiation and/or suspected Tuberculosis.

C. Other Provisions:

~~37. It is mutually agreed that at no time shall either party discriminate against any~~
employee, applicant, or Student participating in the clinical fieldwork experience at Affiliate based upon color, marital status, religion, sex, sexual orientation, national origin, age, veteran status, and/or handicap or disability.

38. It is mutually agreed that at no time shall either party discriminate in the treatment of, or the quality of services delivered to, patients receiving services under this Agreement based upon color, marital status, religion, sex, sexual orientation, national origin, age, veteran status, and/or handicap or disability.

39. Faculty and Students are not entitled to any compensation from University, neither does University expect compensation from Affiliate for services rendered by University.

40. Nothing in this Agreement shall preclude establishment or continuation by either party of any other clinical or academic affiliations with other institutions.

41. Notice. Any notice to the parties hereunder must be in writing, signed by the party giving it and shall be served either personally or by certified mail, return receipt requested, and addressed as follows:

To University: Deanna L. Kiska, Ph.D., DABMM
Assistant Director, Microbiology Laboratory
Assistant Professor, Clinical Pathology
SUNY Upstate Medical University
750 East Adams Street
Syracuse, New York 13210

and also a copy to: Director of Contracts
Contracts Office, Suite 209 MT
State University of New York Upstate Medical University
750 East Adams Street
Syracuse, New York 13210

To Affiliate: Connie S. Webb
Vice President for Administration
SUNY ESF, 208 Bray Hall
1 Forestry Drive
Syracuse, New York 13210

42. Independent Contractors. In the performance of services, duties, and obligations under this Agreement, University and Affiliate shall be and at all times are acting and performing as independent contractors and nothing contained herein is intended to, nor will it create, the relationship of

partnership, joint venture, agency, or employment between University, its officers, trustees, directors, servants, employees, or staff and Affiliate.

43. Assignment. No party shall assign this Agreement or any of its rights and obligations ~~hereunder without the prior written consent of the other party.~~

44. Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

45. Waiver. The waiver of any term or condition of this Agreement or any breach of a provision of this Agreement by either party shall not operate or be construed as a subsequent waiver of any term or condition or waiver of any subsequent breach by either party.

46. No Third-Party Beneficiaries. No term of this Agreement shall be construed to confer any third-party beneficiary rights on any party.

47. Governing Law; Venue. This Agreement shall be enforced and construed in accordance with the laws of the State of New York. Jurisdiction of any litigation with respect to this Agreement shall be in the State of New York, with venue in a court of competent jurisdiction located in Onondaga County.

48. The following items attached hereto are hereby incorporated into this and made a part of this Agreement: (1) Exhibit B, Course Description and/or Objectives, (2) Exhibit C, Record of Immunizations and Clinical Tests, and (3) Exhibit D, State University of New York Upstate Medical University Confidentiality Agreement.

49. Entire Agreement. This Agreement, together with Exhibits "B", "C", and "D" and any other referenced attachments sets forth the entire agreement of the parties and supersedes all prior proposals, representations, communications, negotiations, and agreements between the parties whether oral or written, with respect to the subject matter. This Agreement may not be amended or changed in any of its provisions except by a subsequent written agreement signed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officer on the day and year first written above.

State University of New York
College of Environmental Science and Forestry

Connie S. Webb

Connie S. Webb
Vice President for Administration

6/17/08

Date

SUNY ESF Signature

Date

SUNY ESF Signature

State University of New York
Upstate Medical University

Deanna Kiska

Deanna Kiska, PhD
Assistant Professor of Pathology

7-1-08

Date

Lynn M. Cleary
Lynn M. Cleary, M.D.
Senior Associate Dean for Education
College of Medicine

7/11/08

Date

Gregory A. Threatte
Gregory A. Threatte, M.D.
Professor and Chair, Clinical Pathology

7/14/08

Date

ACKNOWLEDGMENT BY UNINCORPORATED ASSOCIATION

STATE OF:

COUNTY OF :)ss:

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____ and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of _____ for the uses and purposes mentioned therein.

Notary Public

ACKNOWLEDGMENT BY CORPORATION

STATE OF: New York

COUNTY OF : Onondaga)ss:

On this 17th day of June, 2008, before me personally came Connie Webb, to me known, who being duly sworn, did depose and say that he/she resides in Pulaski, NY that he/she is the Vice President for Administration the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Michele R Stottlar
Notary Public

MICHELE R STOTTLAR
Notary Public - State of New York
NO. 01ST6182136
Qualified in Onondaga County
My Commission Expires 2/19/2012

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a Contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, Section 355 of the State Education Law, and 8 NYCRR 316, (a) for a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if this contract exceeds \$250,000 for commodities, services, printing or construction, or (b) for a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if this is a contract for commodities, services, printing or construction which exceeds \$50,000 or which exceeds \$75,000 by a State University health care facility not certified by the Vice Chancellor and Chief Financial Officer, or (c) if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amounts, or (d) if, by this contract, the State agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in the Comptroller's office.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per

day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids: (a) by submission of its bid, Contractor (Bidder) certifies, and each person signing on behalf of the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not be knowingly disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State

department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Federal Employer Identification Number and/or Federal Social Security Number. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR**

MINORITIES AND WOMEN. (a) In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(2) at the request of the contracting agency, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations therein; and

(3) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(b) Contractor will include the provisions of "1", "2" and "3", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof)

and the terms of this Exhibit A, the terms of this Exhibit A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MacBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with Section 165(5) of the State Finance Law, the Contractor hereby stipulates that the Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (A) have no business operations in Northern Ireland, or (B) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992.

(a) In accordance with the Omnibus Procurement Act of 1992, it is the policy of NYS to encourage the use of NYS contractors and suppliers, and to promote the participation of minority- and women-owned businesses where possible, in the procurement of goods and services. Information concerning the availability of NYS subcontractors and suppliers is available from the NYS Dept. of Economic Development, which shall also include the Directory of Certified Minority- and Women-owned Businesses.

(b) Subsequent to award of procurement contracts

In an amount estimated to be \$1,000,000 or more, contractors will be required to document their efforts to encourage the participation of NYS business enterprises as suppliers and subcontractors by showing that they have (i) solicited bids in a timely and adequate manner from NYS business enterprises including certified minority- or women-owned businesses, or (ii) contacted the NYS Dept. of Economic Development to obtain listings of NYS business enterprises, or (iii) placed notices for subcontractors or suppliers in newspapers, journals or other trade publications distributed in NYS, or (iv) participated in bidder outreach conferences. If a contractor determines that NY business enterprises are not available to participate in such contract, the contractor shall provide a statement indicating the method by which such determination was made. If a contractor does not intend to use subcontractors, the contractor shall provide a statement verifying such intent. Contractors shall also attest to compliance with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended, and document efforts to provide notification to NYS residents of employment opportunities through listing any positions with the Community Services Division of the NYS Dept. of Labor, or provide for such notification in such manner as is consistent with existing collective bargaining agreements.

(c) Bidders located in foreign countries are notified that SUNY may assign or otherwise transfer offset credits created by any procurement contract of \$1,000,000 or more to third parties located in New York State.

21. RECIPROCITY AND SANCTIONS

PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law Section 162(4-a), the State shall not purchase any apparel from any vendor unable or unwilling to provide documentation as part of its bid (i) attesting that such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) stating, if known, the names and addresses of each subcontractor and all manufacturing plants to be utilized by the bidder.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

23. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care services rendered by the hospital or other health service facility.

24. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

4th floor, Jacobsen Hall
750 East Adams Street
Syracuse, NY 13210



Exhibit C

Tel 315.464.4260/5470
Fax 315.464.5471

Employee / Student Health

www.upstate.edu

State University of New York

Upstate Medical University
DETAILED HEALTH STATEMENT (>3 days)
ALL SPACES MUST BE COMPLETED

Name: _____ Sex M F Date of Birth: _____
Institution or Agency: _____ Social Security #: _____
Contact Person: _____ Phone Number: _____
Dept. Location: _____ Hospital Other
Contact Person: _____ Phone Number: _____
Position: _____ Start Date: _____ Exit Date: _____
Local Address: _____ Telephone #: _____

It is the responsibility of all observers to be free of communicable disease, which could potentially jeopardize the health of patients and personnel. Please read and sign the following statement.

1. Do you now have or have you been treated for any contagious illness within the last year? Yes No
2. Do you have any type of skin infection or open (non-healing) areas on your body surface? Yes No
3. Have you had any recent weight loss, cough, fever and/or night sweats? Yes No
4. Is there any additional pertinent information regarding your health? Yes No
5. How would you describe your health? _____
6. Please respond to any "yes" answers: _____

I attest that I am free of any communicable disease, including respiratory illness and/or skin infection, to the best of my knowledge. (Parent or legal guardian must sign for those under 18 years of age.)

Signature _____ Date _____

TUBERCULIN SKIN TEST: (TST) (required within 1 year prior to assignment) (TST, Mantoux only, Tine test unacceptable)

- Date given: _____ Product Manufacturer: _____ Lot #/Expiration Date: _____
- Date read: _____ Results: _____
- If previous TST was positive, Date of conversion: _____ Reaction: _____ mm
- Chest x ray is required for those who are TST positive (required within 6 months of starting)
Date: _____ Result: _____ (Report must be enclosed)
- Was treatment taken for a positive TST Yes No
Drug: _____ Date Started: _____ Date Completed: _____

RUBELLA: (German Measles) Antibody Titer Date: _____ Result: _____

RUBEOLA: (Measles) (If born on or after January 1, 1957)

- Antibody Titer Date: _____ Results: _____

VARICELLA: (Chicken Pox/Shingles) Disease: Yes No

- Blood test needed if no history of disease Antibody Titer Date: _____ Result: _____

TETANUS/DIPHTHERIA: (recommended within 10 years) Date of last immunization: _____

Print Name of HCP Completing form: _____ Title: _____

Signature of Health Care Provider: _____ Date: _____

RETURN TO: Employee/Student Health Office, Jacobsen Hall,
SUNY Upstate Medical University,
750 East Adams Street, Syracuse, NY, 13210.

FOR HEALTH SERVICES

Reviewed by: _____
Date: _____
Comments: _____

EXHIBIT D

STATE UNIVERSITY OF NEW YORK UPSTATE MEDICAL UNIVERSITY

CONFIDENTIALITY AGREEMENT

IMPORTANT: Please read all sections. If you have any questions, please ask before signing.

1. **Confidentiality of Patient Information**

I understand and acknowledge that: (i) services provided to patients are private and confidential; (ii) to enable such services to be performed, patients provide personal information with the expectation that it will be kept confidential and used only by authorized persons as necessary; (iii) all personally identifiable information provided by patients or regarding medical services provided to patients, in whatever form such information may exist, including oral, written, printed, photographic and electronic formats (collectively, the "Confidential Information") is strictly confidential and is protected by federal and state laws and regulations that prohibit its unauthorized use or disclosure; and (iv) in the course of my employment/affiliation with SUNY Upstate Medical University ("Upstate"), I may be given access to certain Confidential Information.

2. **Disclosure, Use and Access**

I agree that, except as authorized in connection with my assigned duties, I will not at any time use, access or disclose any Confidential Information to any person (including but not limited to co-workers, friends and family members). I understand that this obligation remains in full force during the entire term of my employment/affiliation and continues in effect after such employment/affiliation terminates.

3. **Confidentiality Policy**

I agree that I will comply with confidentiality policies that apply to me as a result of my employment/affiliation.

4. **Return of Confidential Information**

Upon the termination of my employment/affiliation for any reason, or at any other time upon request, I agree to promptly return to Upstate or my employer all copies of Confidential Information then in my possession or control (including all printed and electronic copies), unless retention is specifically required by law or regulation.

5. **Periodic Certification**

I understand that I may be required to periodically certify that I have complied in all respects with this Agreement, and I agree to so certify when requested.

6. **Remedies**

I understand and acknowledge that: (i) the restrictions and obligations I have accepted under this Agreement are reasonable and necessary in order to protect the interests of patients, Upstate and my employer (if different from Upstate); and (ii) my failure to comply with this Agreement in any respect could cause irreparable harm to patients, Upstate and my employer for which there may be no adequate legal remedy. I therefore understand that Upstate or my employer may prevent me from violating this Agreement by any legal means available, in addition to disciplinary measures which may result in accordance with applicable policies and collective bargaining agreements.

Signature _____

Date _____

Printed Name _____