

AFFILIATION AGREEMENT BETWEEN

**SUNY - BUFFALO STATE COLLEGE
CHEMISTRY DEPARTMENT**

AND

ERIE COUNTY DEPARTMENT OF HEALTH

This Agreement is made by and between SUNY - BUFFALO STATE COLLEGE FOR AND ON BEHALF OF THE CHEMISTRY DEPARTMENT, a municipal corporation organized pursuant to the Education Law of the State of New York having its principal offices at 1300 Elmwood Ave., Buffalo, NY 14222 (hereinafter referred to as "Affiliate") and THE COUNTY OF ERIE, having its principal office located at 95 Franklin Street, Buffalo, New York 14202, for and on behalf of the Department of Health, County of Erie, (hereinafter referred to as "County").

WHEREAS, the County and the Affiliate desire to have an association for the purpose of carrying out the said educational program in the discipline of the Chemistry Department.

NOW, THEREFORE, it is agreed that:

1. The Affiliate shall assume full responsibility for planning and executing the educational program in the discipline of School of Natural and Social Sciences including programming, administration, curriculum content, faculty appointments, faculty administration and the requirements for matriculation, promotion and graduation and shall bear all costs and expenses in connection therewith. Attached hereto as Exhibit B is a copy of the course description.

The Affiliate further agrees to coordinate the program with a designee of the County.

2. The Affiliate shall be responsible for assigning students to the program for experience. However, the Affiliate shall notify the County one (1) month in advance of the planned schedule of student assignments to placement including the dates, number of students and instructors. The schedule shall be subject to written approval by the County.

3. The Affiliate at its sole expense and cost shall provide faculty as may be required for the teaching and supervision of students assigned to the program for field placement.

4. The Affiliate agrees that at all times students and faculty are subject to the supervision of the County administration and the Affiliate shall inform both students and faculty that they must comply with all applicable rules and insofar as they may pertain to the activities of both while at the County facilities, and failure to comply shall constitute a cause for terminating such student's assignment to or faculty member's relationship with the County. The County will provide copies of all policies and procedures to the students and faculty members.

5. The students and faculty shall respect the confidential nature of all information that they have access to, including but not limited to patients' personal health information provided to them orally, contained in patient medical records or maintained on the Facility's electronic information system.

The Affiliate shall advise all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent applicable. In addition, the Affiliate agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

The County agrees to provide students and faculty with training regarding County policies and procedures relative to HIPAA.

Affiliate and County acknowledge that students and faculty may use patients' personal health information for educational purposes at the County and at Affiliate. To the extent practicable, all information used for such purposes shall be appropriately deidentified so as to remove all data that may be used to connect such information back to the patient to whom it relates.

6. The County may terminate any student's assignment from the program if the student's conduct disrupts the orderly operation of the program, threatens the health and safety of individuals, or other reasons which, in the County's reasonable judgment and to the extent allowed by law, cause the continued presence of a student in the program not to be in the best interest of the County. Any such action will be reported to the Affiliate orally and in writing.

7. The County, as it deems necessary and proper, shall make available classroom and

clinical areas for student experience, including the necessary equipment and supplies, consistent with current policies in regard to availability. The County shall also provide orientation for the Affiliate faculty and students.

8. The County shall have no responsibility for the transportation of faculty and students.

9. Students will be assisted by the County in obtaining emergency medical care and/or treatment if needed during their placement.

10. Any student, instructor or faculty member shall not for any purpose be deemed to be an employee, servant or agent of the County. Neither the Affiliate including the students and faculty, nor the County, shall pay any party compensation to any obligation or benefit arising out of this agreement. It is understood by all parties that the County is not providing any insurance, professional or otherwise, covering any such persons.

11. The Affiliate agrees that it shall secure Workers' Compensation for the benefit of and keep insured during the life of this Agreement all faculty, and other Affiliate employees as are required to be insured by the Workers' Compensation Law. For the purposes of this Law, no student or faculty member is to be considered an employee, servant or agent of the County.

12. The County agrees to indemnify and hold harmless the Affiliate, its officers, employees and agents, from any and all loss or liability including claims, demands, costs, attorney's fees and expenses of any nature whatsoever for bodily injury or damage to property whenever to the extent that such loss or liability arises out of or occurs by reason of the acts or omissions, within the scope of this agreement, of the County, its agents, servants and employees.

13. The Affiliate, to the fullest extent authorized by State law and decisions thereunder, shall be responsible for any claims, costs, damages or injuries to persons or property of whatever kind or nature arising out of its activities carried out under this agreement and out of the negligence of the Affiliate, its officers and employees. In addition, the Affiliate shall take out and maintain during the term of this agreement liability insurance, in amounts not less than \$1,000,000 per incident and \$3,000,000 aggregate for bodily injury and property damage; and the County is to be additionally named insured under such liability policy or policies. It is agreed that the persons insured under such policy or policies shall be the students of the Affiliate with respect to liability arising out of their participation in the field placement program carried

out under this agreement. The Affiliate agrees that the County will receive no less than ten (10) days written notice prior to the cancellation, modification or non-renewal of any insurance coverage. Notwithstanding the foregoing, the County shall remain liable for direct damages resulting from its negligence.

14. Affiliate shall provide County with a certificate of insurance as evidence of the mandatory coverages discussed in clause 11 and 13 of this Agreement. All certificates of insurance shall be approved by the County, through the Erie County Department of Law, prior to the start of any student's work or assignment under this Agreement. Failure of the Affiliate to maintain the insurance required by the County under this Agreement shall result in the County's termination of this Agreement.

15. It is mutually agreed that at no time shall either party discriminate against any party to or beneficiary under this agreement based upon color, religion, sex, sexual orientation, national origin, age, veteran status and/or handicap.

16. This Agreement will become effective as of January 1, 2014 and shall continue in full force and effect until terminated as set forth in this paragraph. This Agreement may be terminated by either party giving at least ninety (90) days written notice to the other, provided, however, that no such termination shall take effect until the students already placed in the program have completed their scheduled clinical training.

17. For purposes of written notification, all notices to 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 the County of Erie
Erie County Department of Health
Commissioner of Health
95 Franklin Street, Room 910
Buffalo, New York 14202

To the SUNY Buffalo State
Comptroller's Office, CLEV 508
1300 Elmwood Avenue
Buffalo, NY 14222

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below:

COUNTY OF ERIE

Mark C. Poloncarz/Richard Tobe
County Executive/Deputy County Executive
Date: _____

Approved as to Content

Electronically Signed
Gale R. Burstein, MD, MPH
Commissioner of Health
Date: _____

Approved as to Form

Electronically Signed
Gregory Kammer
Assistant County Attorney
Date: _____

SUNY - BUFFALO STATE COLLEGE FOR AND ON BEHALF OF THE CHEMISTRY DEPARTMENT

By: Douglas Ridolfi, Coordinator, For. Chem Date: JAN 14, 2014
Name and Title

By: [Signature], Controller Date: 01-14-2014
Name and Title

By: _____ Date: _____
Name and Title

By: _____ Date: _____
Name and Title

2013 ERIE COUNTY DEPARTMENT OF HEALTH

Contract /Amendment #: _____

CORPORATE, PARTNERSHIP OR INDIVIDUAL ACKNOWLEDGEMENT

SUNY - BUFFALO STATE COLLEGE FOR AND ON BEHALF OF THE CHEMISTRY DEPARTMENT }

COUNTY OF ERIE } : SS.: }

On the 14th day of January in the year 2014, before me personally appeared: James A. Ther, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he/she resides at 23 Lakeview Court, Elma, County of Erie, State of New York; and further that:

[Check One]

If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

If a corporation): he is the Comptroller of Suny Buffalo State, the municipal corporation described in said instrument; that, by authority of the Board of Education of said corporation, he/she is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

If a partnership): he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he/she is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

Carol A Stadelmaier
Notary Public

**Carol A. Stadelmaier
Notary Public, State of New York
Qualified in Erie County
Lic. # 01ST6189198
My Commission Expires 6/23/20 16**

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. **PROHIBITION AGAINST ASSIGNMENT** Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. **COMPTROLLER'S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000; (v) contracts for real property transactions if the contract value exceeds \$50,000; (vi) all other contracts not listed in Paragraph 3(a) above, if the contract value exceeds \$50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

(c) Any contract that requires Comptroller

approval shall not be valid, effective or binding upon the State University until it has been approved by the 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, the 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 in 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by SUNY of any SUNY-approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, 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 that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered it to SUNY a non-collusive bidding certification on Contractor's behalf.

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, 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 SUNY and its representatives and entities 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. SUNY 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 SUNY 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, SUNY's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State University of New York by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 University of New York 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 State University of New York 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

(a) In accordance with Section 312 of the Executive Law and 5 NYCRR 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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 SUNY's request, 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 herein; 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. The State shall consider compliance by a Contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY 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, SUNY 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 Department of Economic Development's Division 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 Section 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 the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that 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.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414

email: mwb certification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to

SUNY;

(b) The Contractor has complied with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Search Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY in these efforts.

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 NYS 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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4-g) of the State Finance Law, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient

for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if SUNY determines that such action is in the best interests of the State.

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

27. 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 service rendered by the hospital or other health service facility.

28. (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.

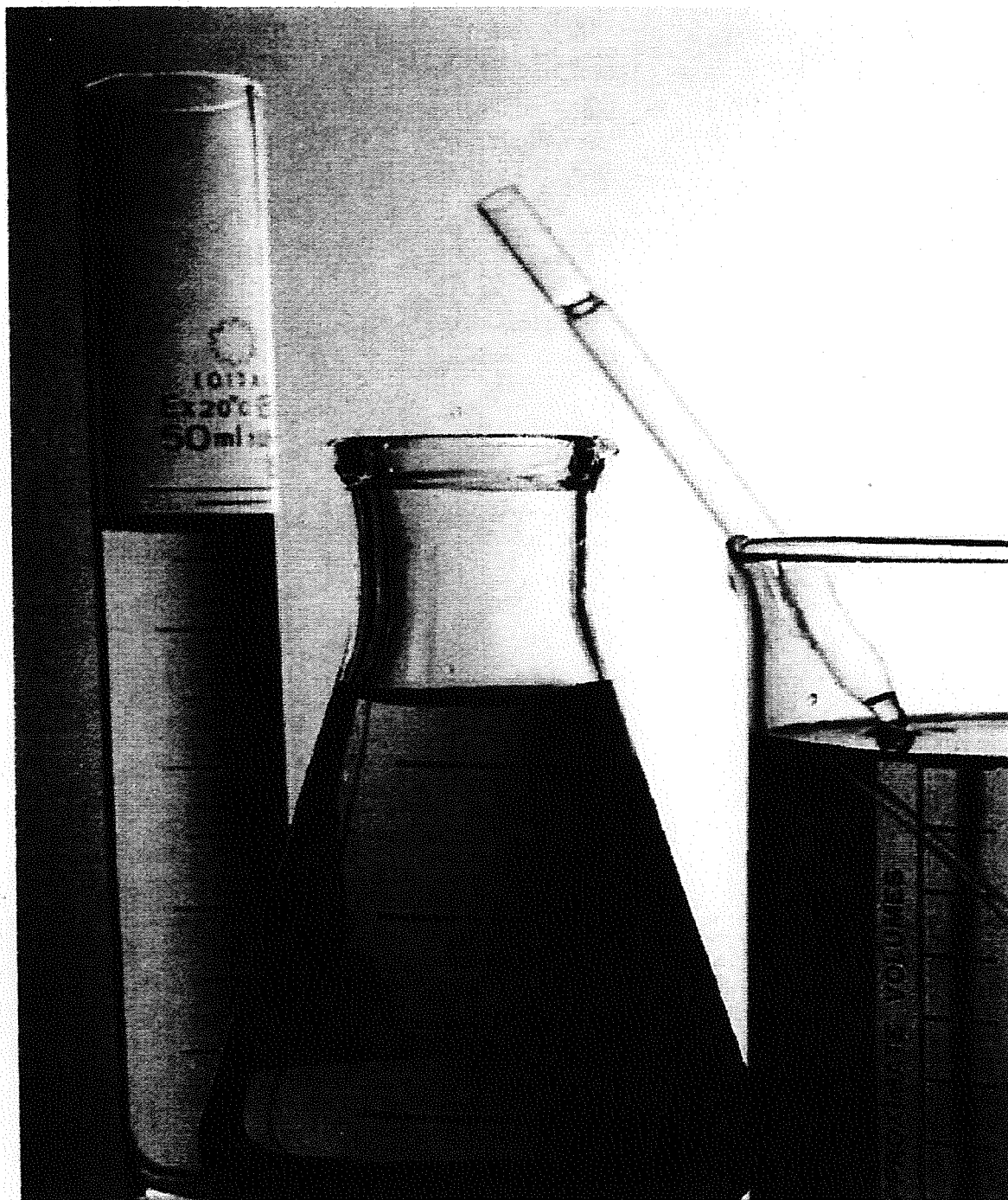
(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

EXHIBIT B
COURSE CURRICULUM

SEE BELOW

FORENSIC CHEMISTRY INTERNSHIP

CHE 412 W



Letter of Introduction

Aspiring forensic chemistry students will need to get a flavor for the inner workings of a career in forensic science. As a junior or senior at Buffalo State, you have been exposed to enough coursework and labs to be able to handle yourselves responsibly in a laboratory environment. An internship course may provide the following informational perspectives:

- I. An internship will afford the student an opportunity to be exposed to the many sections which compose a forensic laboratory. The rigors, demands and special requirements needed to fulfill an employment position can then be best understood. Examples of these demands may include specialized education or training, advanced degrees, or the advantages of military or legal experience.
- II. As this course is "writing intensive," a comprehensive report is mandatory. This report is a compilation of the student's research and development efforts. Often, the final paper is presented in scientific presentation form. A student will then experience the research for preparation of a report which is organized to best communicate their findings.
- III. The student may be given a specific duty which is more intensive to one area of this field. It may consist of an assignment on a particular instrument, research a legal forensic issue or a data gathering project.

At anytime, during the internship, the student may question forensic examiners to find out more about particular aspects of the field.

The internship is intended to acquaint the student with the reality of working in the forensic field. This course may dispel the many myths and misconceptions which we develop through television, newspaper, and other media accounts.

We hope that this course will clarify the many preconceived notions which you may have about forensic science. It is also hoped that it will help you in your choice of future action. Getting a "hands on" perspective of this field may best prepare you for the many important decisions which lie ahead.

Purpose of Course

As you near a new phase of your life, we would like to prepare you to be able to step into your career with the most insight, preparation and information possible. The educational phase of your life is winding down and you now need practical experience. Most jobs are seeking candidates who have a combination of education and experience. If you have experience, an employer knows that you have been exposed to the basic needs and requirements of employment. The internship is a stepping stone to employment. You will keep a work log, get health and safety information, be asked to follow directions and work independently. Your communication skills will be tested in many ways. Personal skills will be evaluated by your attitude and ability to cooperate.

At the same time that you are learning the intricacies of working in a laboratory environment, the laboratory will be benefiting from your effort. If you make your effort as comprehensive as possible, both entities will receive the maximum benefit from the program.

Course Description

You will probably be asked to help the forensic laboratory solve a research problem. This research may include developing new techniques, preparation of validation studies, research development, statistical analysis, or any other project deemed appropriate. You may be exposed to all areas of forensics with your project or just one concentrated field of analysis. It is conceivable that you may spend the bulk of your time on just one instrument. Other times, field studies are utilized. You may be asked to go out of the laboratory and collect samples. Often, these samples are then brought to the laboratory, categorized, tested and used as standards or controls. Paint, soil, glass or hair samples are examples of possible field study projects. Usually, you will be overseen by one of the senior scientists who will guide you in your project. The instructor may act as a senior scientist or will oversee your internship experience. Your time in the laboratory will begin your opportunity to develop a relationship with future colleagues and possibly develop contacts which can assist you in your career goals.

Course Objectives

Some specific course objectives which we hope to realize are to:

I. Give the student:

- A. Actual exposure to the experiences of being employed in a laboratory.
- B. Actual experience related to analytical techniques employed in a laboratory.
- C. Actual practice of developing techniques, applying learned principles and reporting results.
- D. An overview of the many specialized fields which are available in this field.
- E. The opportunity to display their ability to organize a project, work independently, be creative and develop their written skills.

II. Help the student:

- A. Understand the application of science to matters of law.
- B. Understand the responsibilities associated with working with potentially hazardous chemicals.
- C. Understand the techniques utilized to reduce risk, cleanup spills and report incidents.
- D. Understand the importance of wearing safety and protective equipment.
- E. Choose a more specific career path.
- F. Forge relationships with colleagues.
- G. Formulate a positive overall laboratory experience.

III. Introduce the student to:

- A. Basic concepts of analytical analysis.
- B. The proper preparation of instrumental samples.
- C. The proper procedures for running instrumental analysis.
- D. Compilation techniques for charts, graphs, library searches and other data.
- E. The many chemical, biological, analytical, bimolecular and microchemical techniques used routinely in a forensic laboratory.

Prerequisites

- I. **Instructor Permission** – Availability of student placement in this program is variable. The nearby forensic laboratories which provide this service have changing commitments to their service organizations, parent organization and personnel. At times, the internship program is scaled back due to budgeting constraints of the lab etc... The laboratory which provides the most availability for the intern programs is the Niagara County Sheriff Dept. Forensic Laboratory. On a limited basis, the Erie County Central Police Services Laboratory can accommodate an intern. In the latter case, the student must be willing to compose a letter of interest. The letter should state their particular field of endeavor and a brief personal background sketch. The final alternative for placement in this program is student initiated. If there is a forensic laboratory in your home-town or Canada which will agree to allow you to complete the requirements for the course, contact the instructor for further processing. A priority system which gives seniors precedent over underclassmates ensures fulfillment before graduation.

- II. **Interview** – A student interview is required before beginning the internship. This interview is comprehensive and informational for both participants. Be prepared to answer questions concerning completion of courses, past record, areas of interest and health. Usually, a tentative starting date is set. Appropriate laboratory clothing includes pants (no jeans or shorts), collared shirts (no T-shirts), skirts or dresses and shoes (no open toe or sneakers). Related experience in a scientific field should be mentioned so that a more challenging project may be considered.

- III. **Registration** – It is normal to register for the course during the semester it is taken.

- IV. **Drug Test** – For purposes of security and safety, a random sample will be requested from each student.

- V. **Record Check** – A record check is routinely performed prior to beginning your internship.

Interview

It is important that the student and host laboratory have a mutual understanding of their expectations. A preliminary internship interview is conducted at the laboratory site. This facet of the process serves several purposes. First, the student will become familiar with the location of the laboratory and the directions to best reach it. Further, the student will be able to familiarize themselves with the atmosphere and personalities of the lab staff. If possible, a lab tour will be given. A battery of routine questions will be asked of you to determine your career interests, past history, health, etc...

Bring any questions which you may have with you whether they are about duties, preliminary preparation, or starting date. Many of the parameters of the internship will be established at this time. You should leave the interview with a clearer understanding of your responsibilities and a more focused idea of your next step.

Format of Papers and Due Date

This is a "writing intensive course." The preparation of a comprehensive report about your experience in the laboratory is required. This process will acquaint you with the gathering, organizing, and preparation of a scientific paper. A scientific presentation format such as those found in the Journal of Forensic Sciences should be used as a guideline. Don't forget to number pages and provide a bibliography.

In preparation for the final report, the student will research their topic and prepare a five (5) page written or typed interim fact sheet. This submission will begin the informational gathering process and is due after 40 hours of laboratory work. The final report which should be approximately 15 – 20 type written pages on your specific topic is due within two weeks of your last day at the lab. This deadline will help the student in their preparation while it is still fresh in their memory.

POSSIBLE FORMAT HEADINGS:

"TITLE"
AUTHOR

ABSTRACT:

EQUIPMENT:

PROCEDURE:

RESULTS:

DISCUSSION:

APPENDIX:

BIBLIOGRAPHY:

Grade Evaluation

The final grade for the internship will be a compilation in the approximate proportion.

- I. 1/3 attendance and cooperation
- II. 1/3 attitude, effort and independent drive
- III. 1/3 final research paper

Calendar

A minimum of 120 hours in a time period which is agreed upon by the instructor, student and host laboratory. A student time sheet will be issued and must be completed.

NAME				
DATE	TIME IN	TIME OUT	TOTAL HRS.	SUPERVISOR

Learning Tools

The following is a list of possible sources which may be helpful to research your topic and prepare your report:

- I. Laboratory Reference Library
- II. Internet
- III. School Library
- IV. Scientific Journals
- V. Previous reports
- VI. Journal of the American Academy of Forensic Sciences



Policy Number: 000505402

Effective Date of Endorsement: 07/01/2012

Insured Name: People of the State of New York and the State University of New York

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured Endorsement

In consideration of the premium charged, solely with respect to the coverage afforded under INSURING AGREEMENT (B) of this Policy:

1. The term "**Insured**," as defined in Section II DEFINITIONS of the Policy, is amended to include:
 - a. Any student enrolled on a full time or part time basis with the State University of New York, performing a supervised clinical rotation as part of formal course work, including but not limited to internships and services provided by student volunteers at University clinics; and
 - b. Any hospital, clinic or institution affiliated with the State University of New York, but only with respect to liability arising out of contracted affiliated programs for students as described in clause a. above for which a contract between the State University of New York and the affiliate entity is in full force and effect.
2. Coverage for any **Insured** described in clause b. above shall not apply to liability arising out of the negligence of such **Insured** or any other affiliated entity. Any such coverage provided shall be excess over any other valid and collectible insurance, whether such insurance is issued on a primary, excess or contingent basis.

All other terms, conditions and limitations of this policy shall remain unchanged.



Authorized Representative

July 1, 2012
Date

Client#: 29454 SUNYCLINIC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Cool Insuring Agency Inc CL 784 Troy Schenectady Road Latham, NY 12110 518 783-2665	CONTACT NAME: PHONE (A/C, No, Ext): 518 783-2665 FAX (A/C, No): 5187838754 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER A : Ironshore Indemnity, Inc.</td> <td style="text-align: center;">23647</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ironshore Indemnity, Inc.	23647	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Campus: SUNY Buffalo College; Discipline: Chemistry

CERTIFICATE HOLDER County of Erie 95 Franklin Street Buffalo, NY 14202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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