

Clinical Affiliation Agreement
between
STATE UNIVERSITY OF NEW YORK
at
STONY BROOK, NEW YORK
in
THE SCHOOL OF SOCIAL WELFARE
and the
NASSAU LIBRARY SYSTEM
900 JERUSALEM AVENUE
UNIONDALE, NY 11553

This Agreement, made this 25th day of June, 2021 by and between the STATE UNIVERSITY OF NEW YORK, an educational corporation under the laws of the State of New York, with its principal place of business located at the H. Carl McCall SUNY Building, 353 Broadway, Albany, New York 12246, for and on behalf of the State University of New York at Stony Brook, School of Social Welfare, located at 101 Nicolls Road, Stony Brook, New York 11794 hereinafter referred to as “University” and NASSAU LIBRARY SYSTEM, located at 900 JERUSALEM AVENUE, UNIONDALE, NY 11553, hereinafter referred to as “Agency”.

WITNESSETH:

WHEREAS, the University desires to have certain students receive clinical field work experience at the Agency, and

WHEREAS, the Agency is willing to accept said students from the University for such purposes and upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1. The University may send to the Agency students in designated numbers and at such times as shall be agreed upon by the parties. The specific period spent at the Agency will be consistent with the curriculum obligations for clinical field-work experience of students, as set out in the course descriptions and objectives attached hereto and made a part hereof as “Exhibit A”. The University will notify the Agency of its planned schedule of student assignment to the Agency.
2. All training and clinical field-work experiences shall be the responsibility of the University faculty unless arrangements are made, in writing, for the educational experience to be provided by Agency personnel. To assist the University in the education of the students, such arrangements, which will include rights and privileges granted to the Agency’s staff, are to be

agreed to by the University, Director of the Agency, Director of Education and Training, and the Agency's Discipline Coordinator. Any academic or clinical appointments shall automatically terminate upon termination of this Agreement.

3. The University, with the Agency's approval, shall select students for clinical field-work experience and shall forward the names of the students to the Agency prior to each semester. At the Agency's option, a pre-placement interview may be required.
4. The Agency shall make available appropriate field-work experiences (consistent with Agency schedules and patient's rights) enabling students to meet the objectives of the educational program to the extent feasible. A copy of clinical course work is annexed hereto as Exhibit A.
5. All evaluations by students relating to the Agency staff and experiences at the Agency will be made available to the Director of the Agency, Director of Education and Training, and the Agency's Discipline Coordinator.
6. The University and Agency shall maintain on-going communication to correlate the academic and clinical field-work experience.
7. The Agency will make available any assignment to be agreed upon, as well as a conference room and library facilities for faculty and students at the Agency.
8. The students and faculty will provide for their own medical care needs. All expenses are the responsibility of the student or faculty to whom the services are provided. In the event of a medical emergency, the Agency will make commercially reasonable efforts to contact emergency services for the student or faculty member.
9. The students shall not be deemed employees of the Agency and the Agency shall pay no stipend or other consideration to students or faculty, nor shall the University or its students pay any consideration to the Agency with respect to this Agreement.
10. The University shall advise students of their responsibility to conduct themselves in accordance with the Agency's rules and regulations. The Agency will provide each student with a copy of all such rules and regulations and the students will be responsible for this information. The Agency reserves the right to withdraw at any time any student whose condition or conduct jeopardizes the well-being of the patients, employees or visitors of the Agency. Unless the Agency believes that immediate withdrawal is required for the well-being of patrons, employees or visitors,

such dismissal shall not occur without prior consultation with the University.

11. The students and faculty shall respect the confidential nature of all information that they have access to, including but not limited to patient's personal health information provided to them orally, contained in patient medical records or maintained on the Agency's electronic information system. The University 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 University 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 Agency's policies and procedures relative to HIPAA. The University and Agency acknowledge that students and faculty may use patients' personal health information for education purposes at Agency and University. To the extent practicable, all information used for such purposes shall be appropriately de-identified so as to remove all data that may be used to connect such information back to the patient to whom it relates.
12. University faculty engaged in carrying out the provisions of this Agreement at the Agency shall be advised by the Agency of its rules and regulations with which they are expected to comply. The Agency shall provide each University faculty member under this Agreement a copy of such rules and regulations. At the request of the Agency, the University shall immediately suspend from the Agency any faculty member who fails to obey such rules.
13. Agency represents and warrants that it is currently, and for the term of this Agreement, will continue to be, in compliance with all applicable laws, regulations, and public directives, including, but not limited to, those issued in times of an emergency, regarding the health and safety of employees, the public, and student interns. Failure to comply with this provision will be considered a material breach of this Agreement.
14. This Agreement shall be effective for a term of two (2) years unless terminated earlier in accordance with this Agreement. The parties may renew this Agreement upon such reasonable terms and conditions as may be agreed upon in writing. If either party wishes to terminate this Agreement, it is understood that written notice will be given to the other party at least two (2) months in advance of such termination. Students then enrolled in or scheduled for the clinical field-work at the Agency will have the opportunity to complete their educational experience at the Agency. This Agreement contains the full and complete understanding of

the parties. Any changes, modifications or revisions, must be agreed to by both parties, in writing.

15. Neither party shall discriminate on the basis of race, color, national origin, religion, creed, age, disability, sex, gender identity, gender expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, or criminal conviction.
16. The parties hereto recognize that in the performance of this contract the greatest benefits will be derived by promoting the interests of both parties and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and each party agrees to interpret its provisions insofar as it may legally do so, in such a manner as will best promote the interests of both and render the highest service to the public.
17. Subject to the availability of lawful appropriations and consistent with the New York State Court of Claims Act, the University shall hold the Agency harmless from and indemnify it for any final judgment of a court of competent jurisdiction for the University's failure to perform its obligations hereunder to the extent attributable to the negligence of the University or of its officers or employees when acting within the course and scope of this Agreement. In addition, the State University of New York shall take out and maintain during the term of this Agreement liability insurance, in amounts of \$3 million per claim / \$3 million aggregate and the Agency is to be additionally named insured under such liability policy or policies. It is agreed that the persons insured under such policy shall include students of the State University of New York with respect to liability arising out of their participation in the clinical training program carried out under this Agreement. The University agrees that the Agency 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 Agency shall remain liable for direct damages resulting from its negligence.
18. The Agency shall indemnify and hold harmless the University, its officers, employees, and agents from and against any and all damages, claims, losses and/or expenses (including reasonable attorney's fees) which may finally be assessed against the University in any action attributable to the negligence or willful misconduct of the Agency under this Agreement. The State of New York reserves the right to join in any such claim, demand or suit, at its sole expense, when it determines there is an issue involving a significant public interest.

Commented [NSJ1]: Attached please find a redacted certificate of insurance that the state of New York's broker, Cool Insuring Agency issues. The broker is currently issuing renewal certificates and we will be able to order a COI for the site once the agreement has been signed.

19. This Agreement or any of its provisions shall not be assigned, delegated, transferred, conveyed, sublet, or otherwise disposed of without the prior written consents of the University, the New York State Attorney General and the New York State Office of the State Comptroller, and any attempts to assign, delegate, transfer, convey, sublet, or otherwise dispose of this Agreement without said written consents shall be null and void.
20. Agency acknowledges that the University is a public entity and that Agency's proprietary information may be subject to disclosure pursuant to New York Public Officers Law or other applicable law. All agreements to which the University is a party are considered public record and subject to disclosure under the New York State Freedom of Information Law ("FOIL").
21. Students shall have had a complete physical examination within one year prior to their assignment to the clinical field. Each student is required to submit to the School of Social Welfare:
 - i. documentation of immunity to rubella and mumps by immunization or positive antibody testing;
 - ii. documentation of immunity to measles by immunization or positive antibody testing for all persons born on or after January 1, 1957;
 - iii. ppd (Mantoux) skin test for tuberculosis within 1 year prior to assignment and no less than every year thereafter for negative results. A chest x-ray is required for positive results;
 - iv. documentation of immune status to varicella (chicken pox) by blood antibody testing;
 - v. documentation of tetanus or tetanus/diphtheria immunization within 10 years;
 - vi. documentation regarding Hepatitis B immunity stating that:
 - a. the student has received Hepatitis B vaccination, or
 - b. antibody testing has revealed that the student is immune, or
 - c. the vaccine is contraindicated for medical reasons, or
 - d. the student declined vaccination
22. This clinical affiliation Agreement shall include all Agency locations listed in "Exhibit B." The agreement attached to this Agreement as "Exhibit C" shall be executed by the University and the individual Agency member libraries who will be provided with onsite services pursuant to this Agreement.
23. This Agreement shall be governed by the laws of New York without regard to conflict of law provisions. Any dispute arising under this

Commented [MGV2]: We need to utilize Exhibit "C" in this agreement because the other locations are separate legal entities.

Agreement shall be resolved in a court of competent jurisdiction in the State of New York.

24. 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 STATE UNIVERSITY:

Office of Health Sciences
State University of New York
State University Plaza
Albany, New York 12246
N422A

School of Social Welfare
Health Sciences Center, Level 2
State University of New York at Stony Brook
Stony Brook, New York 11794

TO AGENCY:

Nassau Library System
900 Jerusalem Avenue
Uniondale, New York 11553

or to such addresses as may be hereafter designated by notice. All notices become effective only when received by addressee.

25. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Signatures on Following Page

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

SUNY STONY BROOK

By _____
John H. Riley, Jr.
Associate Vice President for HS Administration & Finance
Vice Dean for SOM Administration & Finance

By _____
Jacqueline B. Mondros, DSW
Dean, School of Social Welfare

AGENCY

By _____
Caroline Ashby ~~Name of Signatory, Title, Director~~

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COVID-19 AFFIRMATION

Agency understands that its Affiliation Agreement with SUNY requires that Agency take reasonable and appropriate measures to protect the health and safety of student participants. Agency affirms that it is following all state and local health protocols and is providing appropriate Personal Protective Equipment (“PPE”) for SUNY interns.

Signed: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"
STATE UNIVERSITY OF NEW YORK
SCHOOL OF SOCIAL WELFARE

Field Education

A well-rounded education in social welfare is best obtained through the integration of theory and practice. Field and class education are integral parts of social work education on both the undergraduate and graduate level of education. The field education component of the curriculum provides a framework in conjunction with the School's focus on the development of professional social work skills and for the integration and application of social work theories and values to working with client systems.

The undergraduate curriculum concentrates on developing the student's capacity for problem identification and analysis, and the development of generalist practice skills. It links social, economic, and political variables to practice skills. The student will learn to critically analyze situations with which the client system is involved, to develop and engage in practice skills, and to understand social work values in the context of theory and practice.

During the first year of graduate study, the curriculum concentrates on developing the student's ability to identify as a social work professional, apply social work values and ethics to practice, engage diversity in practice, apply knowledge of human behavior, engage in research-informed/practice informed practice, and understand the impact of policies on human services. First year students will learn to engage, assess, intervene and evaluate all client systems within the clients' environment. This knowledge and skill base will provide beginning generalist practice skills to first year graduate students.

The second year of the graduate program builds upon the experiences of the first year to strengthen the student's knowledge and skills. During this second year, students become more skilled in integrating theory, practice and social work values. In addition to preparing for advanced social work practice, students must declare a specialization that defines the field of practice within which they will be placed. The specializations are: Community, Policy and Political Social Action, Families, Youth and Transition to Adulthood, Integrated Health: Physical, Psychological, and Social Well Being.

All students must complete the field education curriculum as outlined. If additional hours or make up hours are required student(s) and agency will work with the Office of Field Education to develop a plan to complete all hours and the field education curriculum.

While each placement is considered individually, the following are basic field education requirements:

A. The field instructor shall be a member of the School's faculty and shall offer regularly scheduled weekly individual supervision lasting a minimum of 1 hour for a 14 hour per week placement and 1½ hours per week for a 21 hour per week placement. It is expected that the field instructor will be available to the student at other times. Weekly group supervision in lieu of individual supervision may only be done with approval from the Office of Field Education

B. The agency provides the student with a beginning understanding of fiscal policies, organizational structure, functions, and managerial systems of the agency, and legal and confidentiality mandates that apply to the agency's service parameters.

C. The agency agrees to provide a range of experiences that relate to generalist and/or advanced generalist practice. Agencies participate with the School in educating students for professional practice in a variety of settings. In keeping with the mission and the practice orientation of the School, field instructors are expected to encourage students to plan interventions that encompass networks and significant others with whom the client system is in meaningful transaction; such as family members and institutions impacting on clients' lives.

D. Provision must be made by both the School and the agency for consultation between field instructors and appropriate School faculty.

E. Field instructors supervising for the first time are required to take the Seminar In Field Instruction course offered at no charge at Stony Brook University or another college/university with permission from the Office of Field Education.

The workload of each student should include:

- Assignments that emphasize micro, mezzo, and/or macro practice or a combination of the above including some exposure to the above practice modalities.
- Varied, diverse and adequate assignments that provide a range of experiences which increase in complexity in accordance with the student's progress.
- Assignments should provide an opportunity to work with people or issues encompassing varying ages, cultures, ethnicities, socioeconomic backgrounds, life styles, and/or the historically devalued and oppressed.
- Experience in providing concrete services in areas such as, employment, housing, transportation, finance, education, legal, and health.
- Experience in intake, collaboration, use of consultation, referrals, research, committee work, community contacts, and/or work with groups.
- Experience in identifying and/or working to help develop services for unmet client needs.

- Experience in long and/or short-term intervention of various modalities with client systems.

With the above in mind, undergraduate students' field placements should give students the opportunity to work with client systems that range from individuals, groups, families, organizations and communities. Students can be assigned to work with any of these levels of systems at any time during their placements. First year graduate students are introduced to a generalist foundation and workloads should incorporate a broad range of social work roles and modalities. Typically this should involve some direct micro level work with clients and some work with larger clients systems either in the form of group work or community work and/or program planning/administrative tasks. It is understood that some agencies may have difficulty providing access to all levels of interventions; the aim should be to devise assignments that provide opportunities to experience a broad range of social work roles in order to provide a foundation for social work practice. Second year graduate students may focus or specialize in a specific area of practice and are expected to have the opportunity to experience an advanced level of roles and functions of social work practice. The amount and balance will depend upon agency capability and student learning needs.

EXHIBIT B
LIST OF AGENCY LOCATIONS

EXHIBIT C
AGREEMENT BETWEEN AGENCY MEMBER LIBRARY AND UNIVERSITY

This Agreement, made this **Date** day of **Month**, 2021 by and between the STATE UNIVERSITY OF NEW YORK, an educational corporation under the laws of the State of New York, with its principal place of business located at the H. Carl McCall SUNY Building, 353 Broadway, Albany, New York 12246, for and on behalf of the State University of New York at Stony Brook, School of Social Welfare (“University”), located at 101 Nicolls Road, Stony Brook, New York 11794 hereinafter referred to as and [INSERT LIBRARY] (“Library”), located at [INSERT ADDRESS].

WHEREAS, the Library is a member of the Nassau Library System; and

WHEREAS, the University and the Nassau Library System are parties to an agreement dated [INSERT DATE OF AGREEMENT] pursuant to which the University will place students at the Nassau Library System and its member libraries in order to receive clinical field work experience (“Underlying Agreement”); and

WHEREAS, pursuant to and in accordance with the Underlying Agreement, the Library and University seek to place students at the Library for clinical field work experience.

NOW, THEREFORE, it is mutually understood and agreed to by and between the parties hereto as follows:

1. The University shall place students at the Library to receive clinical field work experience in accordance with the Underlying Agreement.

2. Except as otherwise provided herein, the terms and conditions of the Underlying Agreement hereby remain in full force and effect and shall govern the clinical field work being performed at the Library.

3. The Library shall indemnify and hold harmless the University to the same extent that the Nassau Library System is required to indemnify and hold harmless the University pursuant to the Underlying Agreement.

4. The University shall indemnify and hold harmless the Library to the same extent that the University is required to indemnify and hold harmless the Nassau Library System pursuant to the Underlying Agreement.

5. The University shall add the Library as an additional named insured under the insurance policies required pursuant to the Underlying Agreement.

6. The Library reserves the right to withdraw at any time any student whose condition or conduct jeopardizes the well-being of the patients, employees or visitors of the Library. Unless the Library believes that immediate withdrawal is required for the

well-being of patients, employees or visitors, such dismissal shall not occur without prior consultation with the University.

7. If either party wishes to terminate this Agreement, it is understood that written notice will be given to the other party at least two (2) months in advance of such termination, and that such termination shall not affect the Underlying Agreement.

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

SUNY STONY BROOK

By _____
John H. Riley, Jr.
Associate Vice President for HS Administration & Finance
Vice Dean for SOM Administration & Finance

By _____
Jacqueline B. Mondros, DSW
Dean, School of Social Welfare

[INSERT LIBRARY]

By _____
[INSERT Name of Signatory]
[INSERT Title]