

Affiliation Agreement
Instructions for Non-Hospital/Hospital

In order to have student interns at your agency, the enclosed State University of New York Affiliation Agreement needs to be signed and returned to the Field Education Office.

Please read the instructions for completing an Affiliation Agreement:

- 1) Original signatures are required for full execution of this document.
- 2) Page 1, top of agreement:
 - Agency/Hospital Name (name will appear on Certificate of Insurance)
 - Full Mailing Address of Principal Office of Agency/Hospital
- 3) Page 4, item 16 – leave blank.
- 4) Page 5, item 17 “To the Affiliate/Hospital”:
 - Name of person to receive signed copy of agreement once all signatures are obtained
 - Agency/Hospital Name and mailing address
- 5) Page 5, Signature “Affiliate/Hospital”
 - Signature and date
 - Print name and title
- 6) Please print single sided.

Once the Affiliation Agreement is returned to the Field Education Office and signed by all parties, a copy of the agreement will be returned to the agency (to the attention of the person stated in Step 4). If you have any questions about the process, please feel free to contact us.

Field Education Office
685 Baldy Hall, Buffalo, NY 14260
(716) 645-1234,
sw-field@buffalo.edu

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AFFILIATION AGREEMENT BETWEEN

AND

**UNIVERSITY AT BUFFALO
THE STATE UNIVERSITY OF NEW YORK**

This Agreement is made by and between _____ including
all affiliated sites , with its principal office located at _____

_____ (hereinafter referred to as "Affiliate") and The State University of New York, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at University Plaza, Albany, New York 12246, for and on behalf of the Campus located at University at Buffalo, The State University of New York (hereinafter referred to as "University").

WHEREAS, University has undertaken an educational program in the discipline of Social Work; and

WHEREAS, University and Affiliate desire to have an association for the purpose of carrying out said educational program.

NOW, THEREFORE, it is agreed that:

1. The University shall assume full responsibility for planning and executing its educational program in the discipline of Social Work 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. The University further agrees to coordinate the program with Affiliate's designee. Attached as **Exhibit B** is a copy of the curriculum.
2. The University shall be responsible for assigning students to the Affiliate for practical experience. University shall notify the Affiliate one (1) month in advance of the planned schedule of student assignments to practical duties including the dates, number of students and instructors. The schedule shall be subject to written approval by the Affiliate.
3. The University, at its sole cost and expense, shall provide faculty as may be required for the teaching and supervision of students assigned to the Affiliate for practical experience.
4. The University agrees that at all times students and faculty members are subject to the

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supervision of the Affiliate and are considered part of the Affiliate's workforce only for purposes of access to and disclosure of protected health information ("PHI"). as defined by 45 CFR 164.501 only . University shall inform students and faculty that they must comply with all rules applicable to both students and faculty while at the Affiliate's facility, and that failure to comply shall constitute a cause for terminating such student's assignment to or such faculty member's relationship with the Affiliate. The Affiliate will provide copies of all policies and procedures to the students and faculty members. The University and Affiliate agree to cooperate with one another's operational, regulatory, licensure and accreditation requirements including but not limited to related surveys, audits and other reviews.

5. Students and faculty members shall respect the confidential nature of all information that they have access to in accordance with the policies and procedures of the University and the Affiliate. The University and Affiliate acknowledge that students and faculty may use patients' personal health information for educational purposes at the Affiliate and as permitted by HIPAA. Information removed from the Affiliate for educational use must be appropriately de-identified as that term is defined in 164.514. Information removed for other purposes as permitted by HIPAA must be removed in a manner approved in writing by the Hospital prior to removal. Identifiable information removed as permitted by HIPAA may not be used beyond the original purpose unless appropriately de-identified as that term is defined in 45 CFR 164.514. Identifiable information as removed by HIPAA must be destroyed or rendered de-identifiable as soon as practicable once the original purpose for the removal has been satisfied.
6. The Affiliate may terminate any student's or faculty member's assignment from the Affiliate when a student or faculty member is unacceptable to the Affiliate for reasons of health, performance, or for other reasons which, in the Affiliate's reasonable judgment and to the extent allowed by law, cause the continued presence of such student or faculty member at the Affiliate not to be in the best interest of the Affiliate. Any such action will be reported by the Affiliate to the University orally and in writing.

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7. The Affiliate, as it deems necessary and proper, shall make available for student experience classrooms and other facilities, including equipment and supplies, libraries, and cafeteria facilities, consistent with its current policies in regard to availability. The Affiliate shall also provide orientation for the College faculty and students.
8. The Affiliate shall have no responsibility for the transportation of faculty or students.
9. Except as set forth in Paragraph 4 of this Agreement, students and faculty members shall not be deemed to be employees, servants or agents of the Affiliate, but shall be considered invitees. Neither party shall pay the other any compensation or benefits pursuant to this Agreement. The parties acknowledge that the Affiliate is not providing any insurance, professional or otherwise, covering any students or faculty members.
10. The University agrees that it shall secure Workers' Compensation Insurance for the benefit of all faculty and other University employees required to be insured by Workers' Compensation Law, and shall maintain such coverage throughout the duration of this Agreement. For the purposes of Workers' Compensation Law, no student or faculty member is to be considered an employee, servant or agent of the Affiliate.
11. Subject to the availability of lawful appropriations and consistent with the New York State Court of Claims Act, University shall hold the Affiliate 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 or 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.
12. The Affiliate shall fully indemnify, defend and save the University, its officers, employees and agents harmless, without limitation, from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, losses, awards, and costs which may finally be assessed against the University in any action for or arising out of or related to 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.

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13. University shall maintain during the term of this Agreement general and professional liability insurance, in amounts not less than \$3,000,000 for bodily injury and property damage combined single limit; and the Affiliate is to be additionally named insured under such liability policy or policies. The persons insured under such policy or policies shall be the students of The State University of New York with respect to liability arising out of their participation in the program carried out under this Agreement. The University's faculty members are covered by the defense and indemnification provisions of Section 17 of the New York Public Officers Law with respect to liability arising out of their participation in the clinical program carried out under this Agreement. The University agrees to notify the Affiliate in writing no less than ten (10) days written notice prior to the cancellation, modification or non-renewal of any insurance coverage. Notwithstanding the foregoing, the Affiliate shall remain liable for direct damages resulting from its negligence.
14. It is mutually agreed that neither party shall discriminate against any student, faculty member, or employee based upon color, religion, sex, sexual orientation, national origin, age, veteran status and/or handicap.
15. The provisions of **Exhibit A**, The State University of New York Standard Contract Clauses, attached hereto, are hereby incorporated into this Agreement and made part hereof. The laws of the State of New York will govern this Agreement, without regard for New York's choice of law statute. This Agreement contains the entire understanding of the parties with respect to the matters contained herein. In the event of any conflict between the terms and conditions set forth in this Agreement, the following order of precedence shall apply: (1) Exhibit A; (2) this Agreement.
16. The effective date of this Agreement shall be _____ and shall continue in full force and effect until terminated as set forth in this paragraph. This Agreement may be terminated by either party upon 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.

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17. For purposes of written notification:

To the UNIVERSITY

University at Buffalo
The State University of New York
Attn: Office of the Vice President for Health Sciences
3435 Main Street, 155 BEB
Buffalo, New York 14214

To the Affiliate

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

**UNIVERSITY AT BUFFALO
THE STATE UNIVERSITY OF NEW YORK**

By: _____
Michael E. Cain, MD
Vice President for Health Sciences

Date

By: _____
Name: **Nancy J. Smyth, PhD, LCSW**
Dean, School of Social Work

Date

AFFILIATE

By: _____
Name: _____
Title: _____

Date

EXHIBIT A

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, (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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.

27. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regqs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

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.

University at Buffalo, State University of New York
School of Social Work

Fall 2013 – Spring 2014

**FOUNDATION FIELD EDUCATION PLACEMENT
SW550 (Field I) and SW551 (Field II)**

Course Description

Three credit hours are required for the first semester and four credit hours for the second semester for students in their foundation year placement in the MSW program. A minimum of 420 clock hours are required to complete Field I & II, including 180 hours in the first semester and 240 hours in the second semester. Field I & II are completed as the Foundation Year Field Placement. Both semesters must be successfully completed consecutively in order to get credit for the Advanced Year Field Placement.

Co-requisites

SW520, Interventions I, is a co-requisite for Foundation Field Education Placement I, SW 550
SW521, Interventions II, is a co-requisite for Foundation Field Education Placement II, SW 551

Course Objectives

Objectives 1-6 are connected to the foundation field placement setting.

1. Identify as a Professional social worker, conduct oneself accordingly, and apply social work ethical principles to guide professional practice

Practice Behaviors/ Expected Outcomes

- a) Identify and demonstrate the value base of the social work profession, its ethical standards, and relevant laws including the NASW Code of Ethics.
- b) Demonstrate adherence to professional social work roles and their boundaries
- c) Engage in self-reflection and monitoring
- d) Identify professional demeanor in behavior, appearance, and communication
- e) Seek supervisory input and manage authority in relationships in a professional manner to enhance your professional growth and development
- f) Accept constructive criticism from others to enhance social work skills, and to promote professional growth
- e) Identify the importance of self-care in professional social work practice, and develop a self care plan
- f) Identify and manage personal values such that professional values guide practice
- g) Identify means of improving client access to social work services

2. Engage diversity and difference in practice to advance human rights and social and economic justice.

Practice Behaviors/ Expected Outcomes

- a) Identify personal biases and values and their impact on one's practice with diverse client systems
- b) Engage in practices that advance social and economic justice, and human rights
- c) Recognize the role of trauma-informed care in the promotion of human rights
- d) View oneself as a learner and engage others as expert informants

3. Apply appropriate Engagement Skills (with individuals, groups, families, organizations, and communities).

Practice Behaviors/ Expected Outcomes

- a) Substantively and effectively prepare for action with individuals, families, groups, organizations, and communities
- b) Exhibit positive regard and openness when communicating with others
- c) Develop mutually agreed-upon intervention goals and objectives
- d) Identify personal biases and value and their impact on one's practice with diverse client systems
- e) Demonstrate a commitment to seek out expertise.

4. Engage in policy practice to advance social and economic well-being and to deliver effective social work services

Practice Behaviors/ Expected Outcomes:

- a) Identify the role of policy in service delivery
- b) Demonstrate knowledge about history and current structures of social policies and services of field placement setting
- c) Collaborate with colleagues and clients for effective policy and action.
- d) Identify the role of practice in policy development
- e) Identify the role of models of trauma-informed care and human rights promotion in policy practice
- f) Identify the agency/organization history, mission, philosophy, and funding stream.
- g) Demonstrate an understanding of the organizational dynamics and how leadership functions within the field setting

5. Engage in research-informed practice and practice-informed research

Practice Behaviors/ Expected Outcomes:

- a) Use practice experience to inform research
- b) Engage in research to advance social work practice, the social work profession, and universal human rights
- c) Identify approaches to evaluate practice and programs
- d) Demonstrate knowledge about qualitative and quantitative research
- e) Articulate how research findings can improve practice, policy and trauma informed social service delivery.

6. Apply critical thinking to inform and communicate professional judgments to assess, intervene and evaluate individuals, families, organizations and communities

Practice Behaviors / Expected Outcomes

Assessment

- a) Identify and utilize means of organizing information
- b) Collect, organize, and interpret client data
- c) Assess client systems' strengths and challenges
- d) Select appropriate intervention strategies

Intervention

- e) Implement a mutually agreed-upon focus of work and desired outcomes
- f) Implement preventive interventions that enhance client/ target system capacities
- g) Assist clients to resolve problems
- h) Negotiate, mediate and advocate for client systems
- i) Facilitate transitions and endings

Evaluation

- j) Effectively maintain documentation in accordance with agency/organization's standards critically analyze, monitor and evaluate interventions

MASTER SYLLABUS
University at Buffalo, State University of New York
School of Social Work

Feb 2014

Master Syllabus
SW 552 & 553

Field III and IV
Advanced Year Field Education Placement

Course Description:

Three credit hours are required for the first semester and four credit hours for the second semester for students in their advanced year placement in the MSW program. A minimum of 480 clock hours are required to complete Field III & IV including 240 hours in the first semester and 240 hours in the second semester. Field III & IV are completed as the Advanced Year Field Placement. Both semesters must be successfully completed consecutively in order to get credit for the Advanced Year Field Placement.

Course Objectives:

The following are seven core learning objectives required of all advanced year students in field placements.

The student will:

1. Identify as a Professional social worker, conduct oneself accordingly, and apply social work ethical principles to guide professional practice

Practice Behaviors/ Expected Outcomes

- Identify and provide client access to the services of social work, demonstrating the value base of the social work profession, its ethical standards, and relevant laws including the NASW Code of Ethics
- Engage in self-reflection, self-monitoring, and self-correction
- Critically evaluate social work roles and articulate the rationale for adhering to professional boundaries in diverse practice situations
- Demonstrate professional demeanor in behavior, appearance, and communication
- Develop a plan for continuing education and self care
- Apply in practice, knowledge derived from supervision and consultation
- Demonstrate leadership within the profession regionally, nationally, and/or internationally, obtaining knowledge about professional associations and preparing for licensure.
- Demonstrate in practice an awareness of the relevance of trauma on the centrality of human rights to professional social work
- Practice professionally in accordance with social work ethics, the core values of trauma-informed care, and universal human rights

2. Engage diversity and difference in practice to advance human rights and social and economic justice.

Practice Behaviors/ Expected Outcomes

- Demonstrate an ability to act in accordance with professional values, rather than personal biases and values
- Engage expert informants, research, and other resources to enhance one's learning and practice
- Demonstrate the ability to use policy, research, theory, and practice to redress social injustices and human rights violations
- Initiate action to counter mechanisms of oppression and discrimination, to promote human rights, and to advance social justice

3. Apply advanced Engagement Skills (with individuals, groups, families, organizations, and communities).

Practice Behaviors/ Expected Outcomes

- Exhibit the ability to tailor interpersonal skills and empathic responses to the unique, situation- specific presentation of client systems
- Incorporate a trauma-informed perspective in engagement with client systems
- Articulate the rationale for employing a particular strategy behind engagement of client systems

4. Engage in policy practice to advance social and economic well-being and to deliver effective social work services

Practice Behaviors/ Expected Outcomes:

- Analyze, influence, formulate, and advocate for policies that respond to emerging local, regional, and societal trends to advance well-being and attenuate the impact of trauma on client systems
- Engage in trauma-informed and human rights-oriented policy practice

5. Engage in research-informed practice and practice-informed research

Practice Behaviors/ Expected Outcomes:

- Evaluate practice and programs and use findings to strengthen these
- Employ an evidence-based process to practice, policy, and trauma-informed service delivery

6. Apply critical thinking to inform and communicate professional judgments to assess, intervene and evaluate individuals, families, organizations and communities

Practice Behaviors / Expected Outcomes

Assessment

- Integrate multiple sources of knowledge, including research-based knowledge and practice wisdom
- Demonstrate the ability to modify communication style depending on the relevant setting, stakeholders, and purpose
- Collect, organize, interpret client data while drawing on evidence-based practice knowledge as well as theories of human behavior, trauma-informed care, and human rights

Intervention

- Demonstrate the ability to collaborate with client systems in order to develop innovative and creative intervention goals and objectives
- Articulate a theory and evidence-based rationale for selecting a particular intervention strategy
- Demonstrate the ability to adapt and adjust interventions in accordance with the changing needs of the target system evaluation

Evaluation

- Apply interdisciplinary knowledge and methods consistent with evidence-based, trauma-informed, and human right perspectives

7. Additional specific fieldwork site learning experiences not covered elsewhere in this agreement. Given the field site, what other activities do you want to perform to enhance your professional development?