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Clinical Affiliation MOU

The State University of New York

THIS MEMORANDUM of UNDERSTANDING, (hereinafter referred to as “MOU”), established by 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 State University Plaza, Albany, New York, 12246, for and on behalf of _____ University Hospital and all affiliated sites (hereinafter referred to as “Hospital”), located at _____ and the University at Buffalo, The State University of New York (hereinafter referred to as “University”).

WHEREAS, the University has a curriculum in health care related disciplines, and

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

WHEREAS, clinical fieldwork experience is a required and integral component for such curriculum, and

WHEREAS, Hospital and University recognize that Hospital has the facilities necessary for University’s students to participate in the education of student in health care related disciplines, and

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

1. The University shall be responsible for assigning students to the Hospital for clinical fieldwork experience, as set out in the University course descriptions and objectives attached hereto and made a part hereof as **Exhibit B**. The University shall notify the Hospital one (1) month in advance of the planned schedule of student assignments to clinical duties including the dates, number of students and instructors. The schedule shall be subject to written approval by the Hospital.
2. All training and clinical fieldwork experience shall be the responsibility of the University faculty, unless arrangements are made for the educational experience to be provided by Hospital personnel. All training must be in compliance with standards set forth by the discipline’s national organization, the New York State Department of Education, and, where applicable, the New York State Department of Health.
3. University, with Hospital’s approval, shall select students for clinical fieldwork experience.

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4. Hospital shall make available appropriate fieldwork experience, consistent with patient's rights, enabling students to meet objectives of the educational program, consistent with the course description and objectives outlined in **Exhibit B**.
5. If requested in advance in writing by University, Hospital will evaluate the performance of the assigned student on a basis established in advance of the experience, using the form(s) supplied by University. All student evaluations of the Hospital staff and experience at Hospital shall be made available to the appropriate Hospital department head. University will maintain and retain all records and reports of each student's clinical fieldwork experience and shall make these records available to Hospital upon request.
6. University and Hospital shall maintain ongoing communication to coordinate the scheduling of academic and clinical fieldwork experience. University will designate an educational coordinator and Hospital will designate a clinical fieldwork supervisor who shall supervise the student(s) while at Hospital.
7. The Hospital, as it deems necessary and proper, shall make available for student experience classrooms and clinical areas, including equipment and supplies, libraries, and cafeteria facilities, consistent with its current policies in regard to availability. The Hospital shall also provide orientation for the University faculty and students.
8. In case of a student or faculty emergency illness or injury during the clinical fieldwork experience, Hospital will provide emergency care to students or faculty members at the student's or faculty member's own expense. In the event that care or treatment is required beyond the emergency, the student or faculty member shall be responsible for arranging such care or treatment and for all associated costs.
9. University shall require students and faculty members to conduct themselves in accordance with Hospital's rules and regulations. Upon request, Hospital shall make such rules and regulations available to University, faculty members or students for review as necessary. The Hospital may terminate any student's or faculty member's assignment from the Hospital when a student or faculty member is unacceptable to the Hospital for reasons of health, performance, or for other reasons which, in the Hospital's reasonable judgment and to the extent allowed by law, cause the continued presence of such student or faculty member at the Hospital not to be in the best interest of the Hospital. Any such action will be reported by the Hospital to the University orally and in writing.
10. If either party wishes to terminate this MOU, written notice will be given to the other party at least thirty (30) days in advance of such termination. Reasonable efforts will be made to provide that students then enrolled in clinical fieldwork experience at Hospital will have the opportunity to complete the experience at Hospital.
11. Hospital and University will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, handicap, color, national origin, race, religion or sex.

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12. The University shall advise each student and faculty member that the Hospital may require, and shall be provided upon its request, the following health information: (a) a physician's statement that the student or faculty member is free from any health impairment which may pose a risk of illness or injury to Hospital patients or interfere with the performance of his/her assigned duties; (b) PPD (Mantoux) skin test for tuberculosis performed within one year, and a chest x-ray if positive; (c) Td (Tetanus-diphtheria) booster within ten years; and (d) proof of immunity against measles (Rubella) and German measles (Rubeola); such proof is documentation of adequate immunization or serologic confirmation.
13. University shall maintain during the term of this MOU, general and professional liability insurance which provides \$3,000,000.00 / \$3,000,000.00 for personal injury and for property damage combined single limit. The persons insured under such policy or policies shall be 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 MOU. 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 MOU. Hospital shall be named as an additional insured under such policy.
14. For purposes of this MOU, students and faculty are considered part of the Hospital's workforce for purposes of access to and disclosure of protected health information ("PHI as defined by 45 CFR 164.501 only. The students and faculty shall respect the confidential nature of all information that they have access to in accordance with the policies and procedures of University and Hospital.

University shall require all students and faculty to comply with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to the extent applicable. The University and Hospital agree with one another's operational, regulatory, licensure and accreditation requirements including but not limited to related surveys, audits and other reviews.

Hospital agrees to provide students and faculty with copies of or access to Hospital's policies and procedures relative to HIPAA. University and Hospital acknowledge that students and faculty may use patients' personal health information for educational purposes at the Hospital and as permitted by HIPAA. Information removed from the Hospital for educational use must be appropriately de-identified as that term is defined in 45 CFR 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 it is 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.

15. Any amendments to this MOU must be in writing and on mutual consent.

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- 16. 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 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 HOSPITAL:

Five horizontal lines for signature and address.

Or to such addressee as may be hereinafter designated by notice. All notices become effective only when received by addressee.

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

For The State University of New York
(on behalf of Hospital)

By: _____

Date

UNIVERSITY AT BUFFALO
THE STATE UNIVERSITY OF NEW YORK

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

Date

By: _____

Date

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

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EXHIBIT B

Course Curriculum
(see attached)