



COLLEGE - AGENCY AFFILIATION AGREEMENT

THIS AGREEMENT is entered into as of _____ between

_____ with an address at

_____ (the "Agency") and RAMAPO COLLEGE OF NEW JERSEY, located at 505 Ramapo Valley Road, Mahwah, New Jersey 07430 (the "College"). The Agency and the College are each also referred to herein as a "Party" and are collectively referred to as the "Parties."

WHEREAS, the College has a curriculum for students in Social Work; and

WHEREAS, field work experience is a required and integral component of the Social Work Curriculum (the "Program"); and

WHEREAS, the Agency desires to participate with the College in the development and implementation of field work experience for the Social Work students of the College.

NOW THEREFORE in consideration of the mutual promises hereinafter contained, the Agency and College agree as follows:

1. TERM

This Agreement shall commence on _____ for a period of three (3) years and shall expire on _____. This Agreement may be renewed for three (3) additional years, upon the mutual written consent of the Parties.

2. TERMINATION

2.1 Either party has the right to terminate this Agreement on thirty (30) days prior written notice to the other party in accordance with the notice provisions outlined in paragraph 17 below.

2.2 In the event of a breach of any provision of this Agreement by one party, the other party shall have the right and option to give the breaching party written notice. In the event that the breaching party fails to remedy the breach within thirty (30) days of the receipt of such written notice, the other party may, at its sole option, terminate this Agreement.

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- 2.3 In the event this Agreement is terminated, it shall remain in effect until the completion of any Program committed to or commenced at the time of such termination, subject to the right of the Agency to withdraw a student from the Program as set forth herein. The Agency agrees that no students participating in any ongoing Program will be denied the opportunity to complete the Program, even when the termination effective date occurs prior to the completion date of the Program.

3. COLLEGE RESPONSIBILITIES

The College shall:

- 3.1 Assume and maintain full responsibility for the planning and the execution of the curriculum for its students, including the administration, curriculum content and faculty appointments.
- 3.2 Ensure that all instructors possess the requisite academic qualifications for their academic roles.
- 3.3 Provide an assignment schedule of dates for the affiliation periods throughout the academic year.
- 3.4 Inform its students of the requirement to conform to the rules, regulations and policies of the Agency. These rules, regulations and policies will be available and reviewed with each student by the Agency.

4. AGENCY RESPONSIBILITIES

The Agency shall:

- 4.1 Provide assignment and learning experiences, which will enable the student to achieve practice competencies.
- 4.2 Provide the necessary resources and a Field Instructor with an MSW degree from an accredited school of social work.
- 4.3 Provide an orientation of the Agency's structure, function, services and personnel for the College's students.
- 4.4 Provide a minimum of one-hour weekly of individual supervision focusing on the professional growth and development of the student as well as on Agency assignments.
- 4.5 At the end of each semester, engage the student in a formal

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evaluation conference and provide a written evaluation assessing the student's performance, strengths and weaknesses, and provide a direction for future professional growth and development.

- 4.6 Participate in workshops, seminars/meetings held on the College campus for orientation and training of Field Instructors.

5. MUTUAL OBLIGATIONS

The Parties mutually agree that:

- 5.1 Responsibility for planning the Field Experience at the Agency will be jointly shared by the Agency's staff and the College's instructors, subject at all times to the policies, rules and regulations of the Agency.
- 5.2 A student of the College may be assigned to any facilities or programs within the Agency's system.
- 5.3 Student curriculum, attendance and scheduling shall be under the direction of the College as long as they do not conflict with Agency's policies, rules and regulations.
- 5.4 Each student of the College will start his/her Field Experience Program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and the Agency.
- 5.5 The Agency and College will perform their duties and responsibilities under this Agreement without cost or other financial obligation to the other party.

6. STUDENT RESPONSIBILITIES

The College shall advise its students of the following conditions of participation in the Program. Further, the College shall advise students that failure to meet the following conditions shall be grounds for denial of admission to the Program and/or dismissal from the Program:

- 6.1 Students of the College shall, at all times, follow the rules and regulations established by the Agency. The Agency shall orient the students to applicable rules and regulations.
- 6.2 Respect the confidential nature of all information which may be obtained by clients and/or records of the Agency and maintain such confidentiality; respect the confidential nature of the case materials

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she/he is working on; clients are not to be discussed with friends, family, or in the dormitories.

- 6.3 Know and utilize the social work code of ethics as a base for interactions with client systems, Agency personnel, and the community; sexual harassment of students by Agency personnel, and of clients by students is a violation of the code of ethics and the law.
- 6.4 Participate in weekly supervision and the end of semester evaluation of her/his progress by preparing input for the evaluation conference that includes a self-assessment of their work.

7. REGULATORY COMPLIANCE

College and Agency agree that each shall comply with all applicable requirements of Municipal, County, State and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation the applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference or national origin as illegal and, if applicable, Title VII of the Civil Rights Act of 1964 or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

8. INSURANCE

Insurance requirements for the College, Agency and College Students are as follows:

- 8.1 College. The College is a public higher education institution in the State of New Jersey. As such, this Agreement hereby expressly incorporates the following Statement of Public Liability Insurance: Any agreement or arrangement signed and entered into on behalf of the State of New Jersey by a State official or employee shall be subject to the provisions of the New Jersey Tort Claims Act, N. J. S. A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees are covered under the terms and conditions of the New Jersey Tort Claims Act. The Act also creates a special self-insurance fund and provides for

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payment of claims against the State of New Jersey or against its employees whom the State is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the State of New Jersey or its employees arising out of the use of the Agency's premises should be referred for handling to the Attorney General, Division of Law, Claims Service Section, Richard J. Hughes Justice Complex, Trenton, New Jersey 08625. Furthermore, the State of New Jersey self funds for Workers Compensation and Disability.

8.2 Agency. The Agency will provide general liability coverage for itself \, its employees, agents and officers, with minimum limits of coverage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Upon request, the Agency shall provide the College with documentation of such insurance coverage.

8.3 College Students. All students are required to carry their own professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate limits. In cases where students are required to provide their own insurance coverage, each student shall be required to present evidence of insurance coverage prior to the start of each semester. In the alternative, the College may provide such insurance for the students. Upon request, the College shall provide the Agency with documentation of such insurance coverage.

9. **INDEPENDENT CONTRACTOR**

Both Agency and College are independent contractors. It is not expressly or by implication intended, that an employer/employee, joint venture, or partnership agreement be established between Agency and College. Rather, in discharging all duties and obligations hereunder, Agency shall at all times be in and remain an independent contractor relationship with College.

Neither Agency nor College is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either Agency or College, nor shall it in any way alter the control of the management, operation, and affairs of either Agency or College, it being the intent of this Agreement that Agency and College shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

Neither party, by virtue of this Agreement, assumes any liability for any

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debts or obligations of either a financial or legal nature incurred by the other party to this Agreement.

10. CONFIDENTIALITY

Both College and Agency shall at all times comply with applicable standards of documentation and confidentiality mandated by state and federal regulatory, accrediting and/or licensing agencies, as same may be modified and amended from time to time, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or other records policies and guidelines established and approved by Agency, which shall be made available to the College's students.

11. NO DISCRIMINATION

The College and Agency mutually agree that no students shall be discriminated against on the basis of race, color, sex, creed, age, national origin, ancestry, marital status, familial status, religion, sexual orientation or disability for the purposes of this Agreement.

12. NO WAIVER

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

13. ENTIRE AGREEMENT

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the services of the Agency or College, and this Agreement contains all the covenants and agreements between the parties with respect to this affiliation agreement. The Parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties, or form additional terms of this Agreement.

14. MODIFICATION

The Parties may from time to time request changes to the terms in this Agreement. Such changes shall be valid only if incorporated as a written amendment to this Agreement and executed by the authorized representatives of the Parties.

15. ASSIGNMENT

The duties and obligations of each of the parties hereto shall be deemed personal and unique. This Agreement and the duties and obligations of the parties hereunder shall not be assigned to any other person, firm or corporation without the prior written consent of the other party.

16. GOVERNING LAW

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This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The Parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Law Division, and consent to same.

17. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

To the Agency:

Contact Name: _____
Agency Name: _____
Agency Address: _____

To the College:

Aaron R.S. Lorenz, PhD
Dean, School of Social Science and Human
Services Ramapo College of New Jersey
505 Ramapo Valley Road
Mahwah, NJ 07430

IN WITNESS WHEREOF this Agreement is executed by the duly authorized officers of the Parties.

[_____]

By: _____ Date: _____
Signature Print Name

RAMAPO COLLEGE OF NEW JERSEY

By: _____ Date: _____
Colleen O'Keefe
CFO / Vice President for Fiscal Health