

Undergraduate Student Government  
Stony Brook University  
SAC Suite 202, Room 210  
(631) 632-6473



Alexander E. Dimitriyadi  
Executive Vice President

Deborah Machalow  
President Pro Tempore

## SENATE

# UNDERGRADUATE STUDENT GOVERNMENT RESPONSE OF SUFFOLK COUNTY CONTRACT 2010-2011

An act to contract the services of Response of Suffolk County

*Be it enacted by the Senate of the Undergraduate Student Government,*

### SECTION 1. SHORT TITLE

This Act may be cited as the "Response Contract."

### SECTION 2. RATIFICATION OF THE CONTRACT

The attached contract "Response of Suffolk County Contract 2010-2011" shall take effect following the approval of the Undergraduate Student Government Senate.

### SECTION 3. EFFECTIVE DATE

This Act shall take effect immediately following the enactment of this Act.

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Alexander E. Dimitriyadi  
Executive Vice President

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Date

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Matthew H. Graham  
President

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Date



**Stony Brook University  
Undergraduate Student Government  
Contract with Response of Suffolk County  
2010-2011**

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This contract entered into this 17<sup>th</sup> day February 2011 by and between the Response of Suffolk County, Inc., a not for profit corporation organized under the laws of the State of New York, and having its office and place of business at 218 Christian Avenue, Stony Brook, New York 11794, hereinafter referred to as “RESPONSE,” and the Stony Brook University Undergraduate Student Government, a non-incorporated student government representing the undergraduate student body of Stony Brook University, having its office and place of business at the Student activity Center-Suite 202, Stony Brook University, Stony Brook, New York 11794-2800, hereinafter referred to as “USG.”

1. USG, is the student government located on the campus of Stony Brook University at the address listed above, which is an organization authorized by referendum and composed of interested undergraduate students, the funding of which is provided by the University through a set portion of the Student Activity Fee paid by each undergraduate student every semester.
2. RESPONSE is a not-for-profit corporation, organized under the laws of State of New York, located in Suffolk County, New York, at the address listed above 218 Christian Avenue,, Stony Brook at the address above which is engaged in providing emotional crisis counseling and support to students of Stony Brook University.
3. RESPONSE will provide, pursuant to the terms hereof, and for period of (2) semesters, commencing July 1, 2010 and ending June 30, 2011, such crisis intervention services for the undergraduate students of Stony Brook University. Additionally, RESPONSE shall give presentations on active listening and suicide prevention, involve undergraduates as interns and teach them to engage callers in crises, advocate for callers in need, generate community support for the program, publicize the hotlines in campus newspapers, train new counselors, give presentations to peers, and provide the requisite training, materials, supervision, use of computer programs, office space, utilities (heat, water, electricity), telephones, and supplies (paper goods, office supplies, refreshments, and the like).
4. Pursuant to the USG Budget Process, which took place in spring 2010, USG will provide to RESPONSE an allocation of \$24, 000 during the 2010-2011 academic year. Such allocation shall be the only monies that provided to RESPONSE by USG. .
5. USG shall pay RESPONSE as per the payment schedule in Table 1.

6. RESPONSE shall operate such hotline and perform all such services during the summer and winter intercessions, holidays, exam periods, and at all times when classes are not in session at Stony Brook University.
7. Telephone usage by RESPONSE shall be paid for by RESPONSE in addition to the connection charges.
8. The parties understand and agree that RESPONSE and USG are independent organizations and are not related to each other whatsoever. This is an independent contractor agreement. Accordingly, neither organization shall be responsible for the actions or statements of the other. It is further understood that USG is not involved in the oversight or supervision of RESPONSE, and shall bear no liability whatsoever for claims or actions, which may result from such programs.
9. As a condition to being provided such funds, and as required by the Undergraduate Student Government Financial Bylaws, RESPONSE shall furnish USG with certified financial statements, indicating, among other things, the allocation and use of monies allocated above. Such statements shall be prepared and certified by a Certified Public Accountant for the most recently ended fiscal year, and shall continue to supply USG with such statements during the term of this agreement. RESPONSE shall also furnish USG with its Certificate of Incorporation, filing receipt with the Secretary of State, and any amendments thereof.
10. Further as required by the Undergraduate Student Government Financial Bylaws, RESPONSE shall comply in every way with all applicable federal, state, and local laws and/or regulations, including the policies of the Board of Trustees of the State University of New York and USG. The violation of any applicable Federal, State, or Local law or regulation, and such policies shall be considered a material breach of this agreement and entitle the USG to terminate the same.
11. RESPONSE shall maintain the required insurance coverage as applicable to an entity engaged in providing emotional crisis counseling and support , and will annually furnish USG with a Certificate of Insurance upon request, which reflects the additional insured provision. (RESPONSE's insurance program shall include USG and Faculty Student Association as additional insureds for the protection of USG, its officers, directors, employees, members, and volunteers.)
12. RESPONSE shall indemnify, defend and hold harmless USG, its officers, directors, and employees from any and all claims and/or liabilities that may arise out of or be related to USG's access to and use of the RESPONSE site, if caused by the negligence of RESPONSE's officers, agent, or employees.

13. USG makes no representation or guarantees as to services, results or benefits of RESPONSE's actions.
14. This agreement shall be binding on the parties and their successors and assigns.
15. This agreement shall be construed (both in validity and performance) and enforced in accordance with, and governed by, the laws of the State of New York. In the event of a dispute under this agreement, a suit may be brought only in court of competent jurisdiction in Suffolk County, State of New York.
16. A term or condition of this agreement may only be modified, amended or waived in writing and on consent of the parties hereunder.
17. This agreement contains the entire understanding and agreement of the parties relating to the subject matter hereof and supersedes any and all prior arrangements, understandings and agreements between the parties whether written or oral.

Agreed to and accepted by a duly authorized Officer of the Undergraduate Student Government.

**THE RESPONSE OF SUFFOLK COUNTY, INC.:**

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Chairperson of the Board Signature

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Date

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Chairperson of the Board Print Name

**UNDERGRADUATE STUDENT GOVERNMENT**

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Jacqueline L. Mark  
Treasurer

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Date

Table 1 RESPONSE OF SUFFOLK COUNTY

For the academic year ending June 30, 2011, payments will be made according to the following schedule.

Check Date	7/15/10	8/15/10	9/15/10	10/15/10	11/15/10	12/15/10
% of Yearly Income	0%	0%	0%	25%	0%	25%

Check Date	1/15/11	2/15/11	3/15/11	4/15/11	5/15/11	6/15/11
% of Yearly Income	0%	25%	0%	25%	0%	0%