

## **AFFILIATION AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between West Chester University, (hereinafter referred to as “University”) an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and \_\_\_\_\_ (hereinafter “Site”).

### **BACKGROUND**

**WHEREAS**, Site is equipped with the facilities and professional staff necessary to provide an educational experience to the University’s students in the area of Bachelor of Social Work and/or Master of Social Work; and

**WHEREAS**, the University is an educational institution that provides a degree in the area of social work;

**WHEREAS**, the University is desirous of providing an educational experience to its students limited to participation through supervision in a practicum setting; and

**WHEREAS**, The Site is desirous of establishing a relationship with the University whereby its students may receive clinical experience in their area of matriculation subject to the provisions of this Agreement.

**NOW THEREFORE**, intending to be legally bound, the parties hereto agree as follows:

### **I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY**

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the practicum experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the Site. The parties will mutually agree upon the number of students selected for the Site.
- b. *Education of Students.* The University shall assume full responsibility for the classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, graduation and faculty appointments.

- c. *Submission of Candidates.* The University shall submit the names of the students to the designated representative of the Site within ample time for the Site to interview the student prior to the internship.
- d. *Policies of Agency.* The University will review with each student, prior to the practicum assignment any and all applicable policies, codes, or confidentiality issues related to the internship experience. The Site will provide the University with the applicable information in advance of the student being matched with the agency.
- e. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising students of their responsibilities under this Agreement. All students shall be advised of their obligations to abide by the policies and procedures of the Site and should any student fail to abide by any policy and/or procedure, they may be removed from the internship.
- f. *Clearances.* The University will require its students to obtain child abuse and criminal record clearances prior to the student's acceptance into the field program. Students will be required to update their criminal background checks and child abuse clearances if requested by the Site. The University will also require its students who are participating in internships to comply with the health status requirements of the Site, including but not limited to, physical examinations, vaccinations and health screening requirements for tuberculosis, hepatitis B and measles. Proof of compliance must be presented prior to the internship.
- g. *Education for the Field.* The University shall provide an on-going educational forum for supervisors that is focused upon issues related to student development and the field practice experience.
- h. *Removal of Students.* The University is responsible for insuring that its students are meeting their educational goals at the Site. If the University determines that a student's educational needs are not being met or they are not receiving field instruction by a qualified professional, the University in consultation with the Site will remove the student from the Site.
- i. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$1,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the internship.

The Site understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/ University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims act, 42 Pa. C.S.A. §§ 8521, *et seq.*

## **II. DUTIES AND RESPONSIBILITIES OF THE AGENCY**

- a. *Student Participation in Site.* The Site agrees to allow a mutually agreed upon number of students of the University to participate in a field practice experience. The Site is encouraged to interview the student interns prior to accepting them for an internship at the Site. The Site agrees that the students selected for the program will be permitted to participate at dates and times mutually agreeable between the Site and the University.
- b. *Client Care/Administration.* The Site will have sole authority and control over all aspects of client services. The Site will be responsible for and retain control over the organization, operation and financing of its services.
- c. *Driving Clients.* Clients can not be driven by the student in his/her car unless the field practicum site has made arrangements to assume liability should an incident occur. Whenever possible it would be preferred that the student uses a vehicle owned by the Site when transporting clients.
- d. *Removal of Noncompliant Student.* The Site shall have the authority to terminate the internship at the Site of a student who fails to comply with Site policies and procedures. The Site agrees to facilitate the termination process in conjunction with the responsible University Faculty Liaison or the Director of Field Practice.
- e. *Emergency Medical Care of Students.* The Site may provide to the Students, to the extent possible, first aid for any injuries or illness that

may occur while the student is at the agency. However, the Site assumes no responsibility, financial or otherwise, beyond the initial first aid.

- f. *Designation of Representative.* The Site shall designate a person to serve as a liaison between parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the field practice experiences of the students.
- g. *Supervising of Students.* The Site shall provide a field instructor who will monitor the student's activities during the internship. The Site will provide an opportunity for the student to engage in direct social work practice by the second week of the student internship. The field instructor will provide one and one half (1.5) hours each week of direct supervision with the social work student intern.
- h. *Reporting of Student Progress.* The Site shall provide all reasonable information requested by the University on a student's work performance. The Site will provide, in writing, a mid-semester and final evaluation, of the student intern. Evaluations will be completed and returned according to any reasonable schedule provided by the University.
- i. *Changes in Assignment.* The Site will, as soon as practical, advise the University of any changes in student assignments. If additional social work programs exist within the agency, the Site should devise ways for the coordination of all programs so that all students may have the maximum benefit of the learning experience.
- j. *Rules and Policies.* The Site will provide the University, at least two weeks in advance of the internship, all-relevant rules, regulations and policies of the Site that may impact the student internship. The Site, when necessary, shall have the responsibility of updating this information.
- k. *Facilities.* The Site will provide dedicated space to the student.
- l. *Student Records.* The Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

### **III. MUTUAL TERMS AND CONDITIONS**

- a. *Terms of Agreement.* The term of this Agreement shall not exceed a period of five years from the date of execution.
- b. *Termination of Agreement.* The University or the Site may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination
- c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, aged, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the American with Disabilities Act.
- d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- f. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- g. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- h. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

**IN WITNESS WHEREOF**, the authorized representatives (of the parties have) executed this Agreement as of the date previously indicated.

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West Chester University

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Site Name (Print)

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University Authorized Signature

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Print Name/Title

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Address

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City, State, Zip Code

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University Authorized Signature

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Print Name/Title

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Site Authorized Signature

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Print Name/Title