# PRACTICUM AFFILIATION AGREEMENT

# IMPLEMENTATION LETTER

The purpose of this Implementation Letter is to provide a record of the Practicum Affiliation Agreement (AGREEMENT) between SCHOOL and HOST AGENCY with respect to practicum experiences for SCHOOL’S registered social work students, and the agreement of the Parties to abide by all terms and conditions of the AGREEMENT, which is hereby incorporated by reference, without modification or exception except as specified below.

Modifications or Exceptions (if none, please indicate by writing “none”):

See Attachment A: Exceptions to Practicum Affiliation Agreement (***ALL REVISIONS TO THE AGREEMENT MUST BE MADE IN ATTACHMENT A***)

This Implementation Letter is effective when signed by both Parties. The individuals executing this Implementation Letter are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Practicum Affiliation Agreement and further agree to comply with its terms except as noted above.

**SCHOOL**: The Curators of the University of Missouri on behalf of the University of Missouri-St. Louis School of Social Work

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**HOST AGENCY**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**ATTACHMENT A:**

**EXCEPTIONS TO PRACTICUM AFFILIATION AGREEMENT**

SCHOOL andHOST AGENCY agree to these exceptions and changes to the Practicum Affiliation Agreement:

 **PRACTICUM AFFILIATION AGREEMENT**

WHEREAS, the purpose of this AGREEMENT is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality practicum experiences for SCHOOL’s registered social work students.

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet SCHOOL’s accreditation standards related to affiliation agreements with affiliates which require at a minimum:

* HOST AGENCY will provide social work students and faculty access to appropriate resources for social work student education.
* SCHOOL is ultimately responsible for the social work education program, academic affairs, and the assessment of students.
* SCHOOL is primarily responsible for the appointment and assignment of faculty members with responsibility for student teaching.
* Specification of the responsibility for treatment and follow-up when a student is exposed to an infectious or environmental hazard or other occupational injury.
* The shared responsibility of SCHOOL and HOST AGENCY for creating and maintaining an appropriate learning environment.

WHEREAS, neither Party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties identified in the Practicum Affiliation Agreement Implementation Letter agree as follows:

# Responsibilities of SCHOOL

* 1. SCHOOL will plan and determine the adequacy of the educational experience of its social work students in theoretical background, basic skills, professional ethics, attitudes, and behaviors, and shall assign to HOST AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of SCHOOL’s curriculum.
	2. SCHOOL will retain ultimate responsibility for the education and assessment of its social work students. SCHOOL’s representative for this AGREEMENT shall be a faculty member appointed and assigned by SCHOOL, who will be responsible for student teaching and assessments of practicum experiences at HOST AGENCY.
	3. SCHOOL will advise social work students assigned to HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information learned during practicum experiences. SCHOOL will also advise students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.
	4. SCHOOL will require social work students to have completed an appropriate criminal background check as required by HOST AGENCY, and students shall provide that information to HOST AGENCY. If applicable, HOST AGENCY shall notify the student of any requests for evidence of criminal background test or immunizations. SCHOOL will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to HOST AGENCY’S policies and practices, and that the cost of any such test will be paid by the student, if not HOST AGENCY.
	5. SCHOOL will advise students that they are required to comply with HOST AGENCY rules, regulations, policies, and procedures**.**
	6. SCHOOL will provide instruction to HOST AGENCY'S staff with respect to SCHOOL’s expectations regarding assessment of students by HOST AGENCY.
	7. SCHOOL warrants and represents that it maintains a self-funded program for professional liability insurance coverage for its students and faculty with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate.

# Responsibilities of HOST AGENCY

* 1. HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, HOST AGENCY will provide social work students and faculty with access to appropriate resources for student education including: a) access to clients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete SCHOOL’s curriculum; b) student security badges or other means of secure access to client care areas; c) access and required training for students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; and e) secure storage space for students’ personal items when at HOST AGENCY.
	2. HOST AGENCY will retain full authority and responsibility for client care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in HOST AGENCY’s facilities, social work students will have the status of trainees; are not to replace HOST AGENCY staff; and are not to render unsupervised client care and/or services. All services rendered by students must have educational value and meet the goals of the social work education program. HOST AGENCY and its staff will provide such supervision of the educational and activities as is reasonable and appropriate to the circumstances and to the student’s level of training.
	3. HOST AGENCY staff will, upon request, assist SCHOOL in the assessment of the learning and performance of social work students by completing assessment forms provided by SCHOOL and returning them to SCHOOL in a timely fashion.
	4. HOST AGENCY will provide for the orientation of SCHOOL’s social work students as to HOST AGENCY’S rules, regulations, policies, and procedures.
	5. HOST AGENCY agrees to comply with applicable State and Federal workplace safety laws. In the event a social work student or faculty is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at HOST AGENCY, HOST AGENCY, upon notice of such incident from the student/faculty, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by HOST AGENCY’s emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student/faculty to the nearest emergency facility. SCHOOL will define, for its students and faculty, who bears financial responsibility for any charges generated.
	6. To the extent HOST AGENCY generates or maintains educational records related to social work students, HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA) to the same extent as such laws apply to SCHOOL and shall limit access to only those employees or agents with a need to know. For the purposes of this AGREEMENT, pursuant to FERPA, SCHOOL hereby designates HOST AGENCY as a SCHOOL Official with a legitimate educational interest in the educational records of the social work students to the extent that access to SCHOOL’s records is required by HOST AGENCY to carry out the practicum experiences.
	7. HOST AGENCY will maintain professional liability insurance coverage or be self-funded in minimum amounts of $1,000,000 per occurrence and $3,000,000 aggregate.
	8. HOST AGENCY will provide written notification to SCHOOL promptly if a claim arises involving a social work student. HOST AGENCY and SCHOOL agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable Federal and State peer review and joint defense laws.
	9. HOST AGENCY will resolve any situation in favor of the welfare of the client and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. HOST AGENCY will notify SCHOOL’S representative if such an action is required.
	10. HOST AGENCY shall identify a site representative who will communicate and cooperate with SCHOOL’s representative to provide faculty and social work students with access to appropriate resources for the practicum experiences.

# Mutual Responsibilities

* 1. Representatives for each Party will be established on or before the execution of this AGREEMENT.
	2. The Parties will work together to maintain an environment of high-quality client care. At the request of either Party, a meeting or conference will promptly be held between SCHOOL and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the practicum experiences.
	3. SCHOOL will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using SCHOOL facilities. HOST AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of students training at HOST AGENCY facilities.
	4. SCHOOL and HOST AGENCY will not discriminate any faculty or student because of age, color, religion, ancestry, gender identity, gender expression, national origin, race, sex, pregnancy, sexual orientation, disability, protected veteran status, or any other basis protected by law.
	5. SCHOOL, including its faculty, staff, and students, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the social work students. The Parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.
	6. HOST AGENCY may immediately remove a student from the premises and retains the right to suspend or terminate any student’s participation at HOST AGENCY. HOST AGENCY will immediately notify SCHOOL’s representative if such an action is required and the reasons for such action. SCHOOL may terminate a student’s participation at HOST AGENCY when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. SCHOOL will notify HOST AGENCY if such action is required.

# Term and Termination

This AGREEMENT is effective upon execution of the Implementation Letter by both Parties and will continue indefinitely or until terminated. This AGREEMENT may be terminated at any time and for any reason by either Party upon not less than ninety (90) calendar days prior written notice to the other Party. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled practicum experience at HOST AGENCY.

# Employment Disclaimer

Social work students participating in practicum experiences pursuant to this AGREEMENT will not be considered employees or agents of HOST AGENCY for any purpose, unless the student and HOST AGENCY have entered into an employment relationship which has been approved by SCHOOL. Students without an approved employment relationship with HOST AGENCY will not be entitled to receive any compensation or any benefits of employment from HOST AGENCY including, but not limited to, health care or workers’ compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. No students will be entitled to receive any compensation or benefits from SCHOOL including, but not limited to, health care or workers’ compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of SCHOOL.

# Health Insurance Portability and Accountability Act

Social work students participating in practicum experiences pursuant to this AGREEMENT are members of HOST AGENCY’s workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of “health care operations” and therefore may have access to protected health information of clients as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This Section applies solely to HIPAA privacy and security laws applicable to HOST AGENCY and, as stated in Section E above, does not establish an employment relationship.

# No Agency Relationship Between the Parties

Nothing in this AGREEMENT is intended to establish, or shall be construed to constitute or establish, an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties; and neither Party shall have the right or authority, or shall hold itself out to have the right or authority, to bind the other Party; nor shall either Party be responsible for the acts or omissions of the other Party except as provided specifically to the contrary herein.

# Assignment

This AGREEMENT will not be assigned by either Party without the prior written consent of the other Party.

# Governmental Immunity

SCHOOL is a public entity entitled to protections of governmental immunity under Missouri law. It is specifically understood and agreed that nothing contained in this AGREEMENT will be construed as: an express or implied waiver by SCHOOL of its sovereign immunity or any other immunity; an express or implied acceptance by SCHOOL of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or a pledge of the full faith and credit of a debtor contract; or as the assumption by SCHOOL of a debt, contract, or liability of HOST AGENCY.

# No Special Damages

In no event shall either Party be liable hereunder (whether in an action in negligence, contract, or tort, or based on a warranty, or otherwise) for any indirect, incidental, special, or consequential damages incurred by the other Party or any third party, even if the Party has been advised of the possibility of such damages.

# Notices

All notices provided by either Party to the other will be in writing and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, first class, postage prepaid, addressed as indicated in the Practicum Affiliation Agreement Implementation Letter.

# No Payments

 No payments shall be made between the Parties or to the students in connection with this AGREEMENT.

# Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

# Headlines

Headlines in this AGREEMENT are for convenience only**.**

# Entire Agreement

This AGREEMENT contains the entire agreement of the Parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed Practicum Affiliation Agreement Implementation Letter.