# **AGREEMENT**

## **between**

**THE BOARD OF TRUSTEES OF**

## **ILLINOIS STATE UNIVERSITY**

## **SCHOOL OF SOCIAL WORK (BSW/MSW)**

## **And**

The Board of Trustees of Illinois State University, on behalf of its School of Social Work (hereafter “School”) designates the above, (hereafter “Facility”,) as an approved setting for field instruction by the signing of this agreement.

Also, by the signing of this agreement, the School and the Facility commit themselves to cooperatively provide field instruction for students of the School as described below.

This agreement becomes effective on and renews itself every three years unless terminated by either party in accordance with this agreement, not to exceed ten (10) years.

THE SCHOOL AGREES TO:

1. Provide the Facility with a Field Manual stating objectives, policies, and content of Field Instruction at the undergraduate and graduate levels at School.
2. Provide students with a curriculum of social work knowledge, values, and skills to assist students to perform within the normative parameters of professional social work competence.
3. Provide consultation, information, and training to field instructors and other appropriate staff of the Facility regarding the development of the Facility’s field instruction programs.
4. Provide opportunities for professional development of the field instructors through provision of meetings, institutes, and/or seminars.
5. Involve the Facility in decisions regarding student placements; and accept the Facility’s judgment as to the final acceptance of individual students.
6. Carry final responsibility for the administration of the field instruction program, including decisions, which affect the progress of the student, such as grades, credits, and field instruction hours in the Facility.
7. Provide a designated member of the faculty to serve as Faculty Liaison for each student placement. This person will respond in a timely manner to any concern regarding the student’s learning experience.
8. Obtain evidence from the student(s) of their health insurance coverage, and provide that evidence to Facility upon request.
9. Obtain and provide professional liability insurance, or self-insurance, in the minimum amounts of $1,000,000 per claim or occurrence, $3,000,000 aggregate, for its students, employees, and agents, participating in this affiliation agreement. University also agrees to maintain general liability insurance in the minimum amounts of $1,000,000 per claim or occurrence, $3,000,000 aggregate, for it employees participating in this affiliation agreement. School of Social Work shall furnish Facility with proof of coverage of such insurance upon request.
10. Provide guidelines to students for preparing learning contracts defining student educational objectives and field learning experiences and work cooperatively with the students and agencies in the development of these learning experiences.
11. Provide ongoing education for field students and monitoring of their work in order to facilitate their adherence to NASW’s *Code of Ethics*.
12. Inform all students participating under this agreement that they must adhere to all applicable policies, procedures, and standards established by Facility. School or Facility may immediately remove any student deemed to be clinically unsafe to patients, employees, or others. Party who took the action to remove the student shall notify the other party of said action as soon as possible, but in no event later than 48 hours after said removal. Facility reserves the right to prohibit the return of any such student(s) unless a corrective action plan satisfactory to Facility has been proposed and its compliance assured by the Student. Facility further reserves the right to request School to remove any student whose conduct is contrary to Facility’s standards of conduct as set forth in its policies and procedures.

THE FACILITY AGREES TO:

1. Designate a field instructor acceptable to the School whose qualifications are appropriate to the role and responsibilities of a field instructor.
2. Provide students with opportunities to participate in the overall Facility social work program as appropriate to the educational level and practice competency of the student.
3. Implement the objectives of the School’s field education programs, which will provide opportunities to reinforce learning from all areas of the social work curriculum.
4. Assure that each Field Instructor/Task Supervisor has adequate time within his/her work schedule to:
* Meet the educational needs of the student, including: orientation to the Facility and its services; informing each student about safety procedures applicable in the setting; development of learning opportunities which include depth and variety; and preparation for at least weekly conferences with each student.
* Meet with the Faculty Liaison at periodic intervals to discuss learning opportunities and student performance;
* Attend appropriate School-sponsored meetings, institutes, and seminars; and
* Prepare field evaluations as required by the School.
* Provide a reasonable working space for the student.
* Provide for travel or reimbursement of travel required of students on behalf of clients.

5. If available, provide emergency health care to student(s) in any instance of injury or illness at the Facility. Expenses of such care shall be the sole responsibility of the student.

6. A student is not an employee of the Facility under the terms of this Agreement and may not take the responsibility or place of qualified staff.

7. Facility agrees to comply with all applicable laws, regulations, rulings, or enactments of any governmental authority, and agrees to obtain (at its own expense) any necessary licenses, permissions, and accreditations necessary to maintain its operation.

8. Facility will provide orientation and/or training to Student(s) on any of Facility’s applicable policies, procedures, rules and regulations, or safety concerns.

9. Facility agrees to maintain professional and general liability insurance, or self-insurance, in the minimum amounts of $1,000,000 per claim or occurrence, $3,000,000 aggregate, for its employees, and agents, participating in this affiliation agreement. Facility shall furnish School of Social Work with proof of coverage of such insurance upon request.

BOTH PARTIES AGREE:

1. Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.
2. Either party may terminate this agreement for any reason upon ninety days written notice to the other party. Either party may terminate this Agreement for breach, including but not limited to failure to meet insurance requirements, failure to provide a supervisor with appropriate credentials, or failure to maintain licensure or certification, if applicable. Notice to the other party of breach must be in writing. If the breech is not remedied within thirty (30) days, the Agreement may be terminated by giving ten (10) days written notice to the other party.
3. Notwithstanding the foregoing paragraph, student(s) placed at Facility at the time notice of termination is given shall be allowed to complete the current placement.
4. All notices required herein shall be in writing and shall be sent via registered or certified mail return receipt requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to the Facility shall be sent to:

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Notices to the School of Social Work shall be sent to:

Sona Chalian, Director of Field Education

Illinois State University

School of Social Work

Campus Box 4650

Normal, IL 61790-4650

1. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. Neither party will engage in unlawful discrimination or harassment against any person because of race, color, ancestry, national origin, religion, pregnancy, sexual orientation, order of protection, gender identity and expression, age, marital status, disability, genetic information, unfavorable military discharge, status as a veteran, or sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking). The Facility agrees to cooperate with any University investigation and/or complete its own review and provide the University with a written outcome of its appropriate review and handling of any complaints of discrimination or harassment made by participating students arising out of this Agreement.
2. Neither party shall use the name of the other in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of the other, but with the exception of listings of facilities as may be required by School’s accrediting agencies.
3. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
4. School and Facility acknowledge that certain information about School’s students is contained in records maintained by School and/or Facility and that this information is confidential by reason of School policy and the Family and Educational Rights and Privacy Act (FERPA) of 1974 (20 U.S.C. 1232g). Both parties agree to protect these records in accordance with FERPA and School policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.
5. For purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively “HIPAA”), certain changes implemented to HIPAA through the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its existing and future implementing regulations (collectively “HITECH”), HIPAA Omnibus Rule of 2013, and any other applicable Federal and State laws and regulations regarding the use, receipt, maintenance, storage, transmission, and/or disclosure of PHI to Business Associate, School and Facility acknowledge that students are part of the Facility’s “workforce” as defined in HIPAA Privacy Regulations at 43 C.F.R. 160.103, and as such, no Business Associate agreement is required between the School and Facility. The Facility will provide the necessary training to students and students will be expected to comply with all applicable laws and regulations, and any other confidentiality requirements of the Facility.
6. Nothing in this Agreement is intended to or shall create any rights or remedies in any third party.
7. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
8. Facility affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Facility’s family, business, or financial interests and its obligations under this Agreement; and, in the event of change in either its private interests or obligations under this agreement, the Facility will raise with the School any questions regarding possible conflict of interest which may arise as a result of such change.
9. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
10. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. All commitments by the School under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the School.
11. In the event of any litigation arising in connection with this Agreement, School and Facility agree to cooperate in risk management, prevention, claims investigation, and litigation under the direct control and supervision of their respective legal counsel.
12. This Agreement may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld.
13. This Agreement, attachments, and incorporated references shall constitute the entire Agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement.
14. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing, and signed by both parties.
15. This Agreement shall not be binding until signed by all parties. The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.
16. Signed signature pages may be transmitted by facsimile or electronically by PDF document and any such signature shall have the same legal effect as an original.

**The Board of Trustees of Illinois**

**State University**

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

 Dr. Aondover Tarhule

 Its Vice President & Provost

 Its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Illinois State University School of Social Work**

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

 Sona Chalian

 Its Director of Field Education

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