

## AFFILIATION AGREEMENT

This Agreement is entered into between the University of Washington (“School”), School of Social Work and the University of Washington-Tacoma Social Work Program, and \_\_\_\_\_ (“Training Site”). The School and the Training Site share common goals for client care and service to the community. The School has established educational programs for the training of social work students (trainees) and needs the cooperation of other institutions for the training of these individuals. The Training Site has suitable facilities for training and is willing to allow its facilities to be used by trainees of the School. This agreement is effective \_\_\_\_\_ and will continue thereafter year to year..

Therefore, the School and Training Site agree as follows:

### General Provisions

1. The School and Training Site agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, the School shall confer with the Training Site about the number and types of students it might accept for placement, the nature of the Training Site’s learning experience, and its expectations of students in meeting the Training Site’s needs. As part of this consultation, the School will provide the Training Site with current copies of its Practicum Manuals for the Bachelor of Arts Degree in Social Work and the Master of Social Work Program. The School may formalize the operational details of the clinical education program by letter to the Training Site to the extent that the Practicum Manuals do not address all appropriate operational details. These details include, but are not limited to, the following:
  - Beginning dates and length of experience;
  - Number of trainees eligible to participate in the training;
  - Specific days, hours, and locations for the training;
  - Specific allocation of responsibilities for the faculty Liaison, training supervisors, and Preceptors, if any, referred to in this Agreement;
  - Deadlines and format for trainee progress reports and evaluation forms.
2. Any such letters will be considered attachments to this Agreement and may be modified following further written agreement between the parties.
3. The School and Training Site will jointly plan the training program and jointly evaluate trainees. Exchange of information may be maintained by on-site visits when practical and by letter or telephone in other instances.
4. The School and Training Site will instruct their respective faculty, staff, and students participating in the training to maintain confidentiality of trainee and client information as required by law and by the policies and procedures of the School and the Training Site.
5. There will be no discrimination against any program participant or applicant covered under this Agreement because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, sex, or sexual orientation, nor will the School or Training Site engage in such discrimination in their employment or personnel policies.

**School's Responsibilities**

6. The School will assign only trainees who, in the opinion of the School, have the required academic background and basic skills to be trained in the Training Site.
7. The School will confer with the Training Site about the number and types of students it might accept for placement, the nature of the Training Site learning experience, and its expectations of students in meeting Training Site's needs.
8. The School will screen students carefully and endeavor to make appropriate placements. The School places students only with Training Sites whose affirmative action policies with regard to both staff and clients prohibit discrimination on the basis of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability or status as a disabled veteran or Vietnam era veteran.
9. The School will provide the Training Site with appropriate information about each student's background and professional interests.
10. The School will designate Practicum Liaisons for each Training Site.
11. The Practicum Liaison will assist, if necessary, in the development of an Educational Contract and review the progress of student learning with the Practicum Instructor. An Educational Contract outlines the School's required Learning Goals for the practicum courses, and the activities the student is required to complete to meet those goals. It is signed by the trainee and his or her Practicum Instructors, and reviewed and approved by the Practicum Liaison.
12. The School will provide the Practicum Instructor with access to instructional materials including audiovisual resources.
13. The School will provide opportunities, such as workshops and training sessions, to assist Practicum Instructors to develop professionally as social work educators.
14. The School will provide the Practicum Instructor with University of Washington Library privileges.
15. School agrees to request a "Child and Adult Abuse Law" criminal background check (CAAL check) through the Washington State Patrol pursuant to RCW 43.43.830-.842.

**Training Site's Responsibilities**

16. The Training Site will designate, with the School's concurrence, one or more qualified staff members who will serve as Practicum Instructors to direct trainee learning. Practicum Instructors will confer with the appropriate Practicum Liaison about individual student progress.
17. The Training Site shall make its facilities available to be used for educational purposes and shall supervise trainees. The Training Site will allocate reasonable time to the Practicum Instructors to carry out their educational responsibilities.
18. The Training Site shall provide trainees access to available information or sources of information that will further their education while they are assigned to the Training Site.
19. The Training Site shall also have the right to immediately limit or withdraw the use of its facilities by an individual trainee whenever in the opinion of the Training Site use of the facility by that particular trainee endangers any client. If use of the facility by an individual trainee is limited or withdrawn in whole or in part because Training Site believes that any client has been endangered, Training Site agrees to

immediately notify School and to use reasonable efforts to reach agreement with School on terms under which Training Site would permit use of its facilities by that trainee under this Agreement to resume. Notwithstanding any other provision of this Agreement, Training Site reserves the right to terminate the use of its facilities by a particular trainee where necessary in Training Site's reasonable opinion to maintain its operations free of disruption, to ensure quality of service to its clients, or to protect its clients.

20. The number of hours spent by the student at the Training Site is determined by University credit requirements, but the specific scheduling of the hours is negotiable between the student and the Training Site, subject to approval of the School.
21. The Training Site agrees to comply with School expectations regarding quarterly evaluations of students.

### **Liability Coverage Provisions**

22. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, trainees, agents, or students in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement, other than students as provided in this section and sections 22 and 23.
23. School will defend, indemnify and hold Training Site harmless from any loss, claim or damage arising from the negligent acts and omissions of its employees, officers, agents, and students, including negligence connected with performing its obligations under this Agreement, including the independent negligence of students. School maintains a professional liability coverage program under the authority of RCW 28B.20.250, .253, and .255. Through that authority, School provides professional liability coverage for its employees, officers, agents, and students (while training in a clinical setting at Training Site) in the performance of this Agreement.
24. The Training Site will defend, indemnify, and hold the School harmless from any loss, claim or damage arising from the negligent acts and omissions of Site's employees, officers, and agents, including negligent supervision of students, and will maintain at its own expense commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate (or an equivalent program of self-insurance). If students at the site will be involved in patient care, therapy, counseling, case management, and/or related direct service social work then the Training Site will also maintain professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate (or an equivalent program of self-insurance).
25. Both parties will provide proof of coverage upon execution of this Agreement. In addition, School and Training Site agree to notify each other in the case of material modification or cancellation of coverage, and to provide subsequent proof of coverage thereafter.

### **Relationship of the School and the Training Site**

26. It is expressly agreed that this Agreement is not intended to create the relationship of agent, servant, employee, partnership, joint venture or association between the School and the Training Site but is rather an Agreement by and between independent organizations. The Practicum Instructors are not employees of the School. School trainees shall not be considered employees of the Training Site. The Training Site does not assume and shall not assume any liability under any law relating to workers' compensation on account of any injury or illness suffered by any trainee performing, receiving training, or traveling pursuant to this Agreement.

### Confidentiality Provisions

27. School shall direct its trainees to comply with the policies and procedures of Training Site, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the trainees' role in relation to the use and disclosure of Training Site's protected health information, the trainees are defined as members of the Training Site's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the trainees are not and shall not be considered to be employees of the Training Site.

### Client Billing and Records

28. The Training Site retains full responsibility for client services and for establishing standards for the quality of services rendered by trainees. The Training Site shall maintain the right to bill and receive payment for services performed at the Training Site. The Training Site accepts full and complete responsibility for and agrees to defend, indemnify, and hold School and its officers, employees, trainees, and students harmless from any loss, claim, or damage arising from any errors or omissions, intentional or unintentional, committed by the Training Site in its billing practices under this provision.
29. The School acknowledges that client records are the property of the Training Site and will remain and be maintained at the Training Site at all times.

### Miscellaneous Provisions

30. Worker's Compensation. Trainees assigned to Training Site will be and will remain students of School, and will not be considered employees of Training Site. Training Site does not and will not assume any liability under any law relating to Worker's Compensation on account of any trainee's performing duties, receiving training, or traveling pursuant to this Agreement. Trainees will not be entitled to any monetary or other remuneration for services, absent an express agreement between the trainee and the training site.
31. Term. This Agreement is effective \_\_\_\_\_, and shall continue thereafter year to year. Either party may terminate this Agreement upon 90 days written notice.
32. Governing Law. The laws of the State of Washington govern any claim or dispute related to this Agreement.
33. Notices. All notices, demands, requests, or other communications required to be given or sent by School or Training Site will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

To School:

Office of Practicum  
 School of Social Work  
 University of Washington  
 4101 15<sup>th</sup> Ave. N.E., Box 354900  
 Seattle, WA 98105

To Training Site:

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Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three days after deposit in the U.S. Mail, postage prepaid; or upon confirmation of successful facsimile transmission.

- 34. Survival. The School and Training Site expressly agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement.
- 35. Severability. If any provision of this Agreement is held to be wholly or partially invalid or unenforceable under applicable law, that provision will be ineffective to that extent only, without in any way affecting the remaining provisions of the Agreement.
- 36. Waiver. Neither the waiver by any of the parties of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights, or privileges hereunder.
- 37. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this Agreement.
- 38. Amendment. This Agreement may only be modified by subsequent written agreement or letter executed by the parties. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:
  - i. This Agreement;
  - ii. Attachments to this Agreement in reverse chronological order.

UNIVERSITY OF WASHINGTON  
SCHOOL OF SOCIAL WORK

\_\_\_\_\_  
Dean of the School of Social Work

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director , University of Washington  
Tacoma Social Work Program

\_\_\_\_\_  
Date

\_\_\_\_\_  
Associate Vice Chancellor, University of Washington  
Tacoma

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director, Health Sciences Administration

\_\_\_\_\_  
Date

Name of Training Site: \_\_\_\_\_

Address of Training Site: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
Phone: \_\_\_\_\_

Approved as to Form by the Office of the Attorney General  
September 2005