

AFFILIATION AGREEMENT

This Agreement is entered into between the University of Washington, School of Social Work in Seattle and Tacoma (“School”), and _____ (“Training Site”).

The School and the Training Site share common goals for educating social work professionals, client care and service to the community. The School has established educational programs for the training of social work students (“students”) and needs the cooperation of other institutions for the training of students. The Training Site has suitable facilities for training and is willing to allow its facilities to be used by students of the School.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, UW 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 make available to Training Site current copies of its Practicum Manuals for the Bachelor of Arts Degree in Social Welfare and the Master of Social Work Program. The School may formalize the operational details of the education program in writing. These details include, but are not limited to, the following:

- Beginning dates and length of experience;
- Number of students eligible to participate in the training;
- Specific days, hours, and locations for the training;
- Specific allocation of responsibilities for the Practicum Faculty training supervisors, and Preceptors, if any, referred to in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

2. Any such letters will be considered attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified following further written agreement between the parties. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order: (1) this Agreement; (2) attachments to this Agreement in reverse chronological order.

3. The School and Training Site will jointly plan the training program and jointly evaluate students. School will have the final responsibility for grading students.

4. The School and Training Site will instruct their respective employees and students participating in the training to maintain confidentiality of student 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 unlawful discrimination against any Student covered under this Agreement because of race, creed, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, gender identity or expression, sex, or sexual orientation. The School and Training site will maintain policies prohibiting discrimination, sexual harassment and workplace violence in conformity with state and federal law. Training Site will immediately report prohibited conduct involving School's students to the School's Field Faculty and Training Site will take all necessary steps to end such behavior.

School's Responsibilities

6. The School will assign only students 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 provide the Training Site with appropriate information about each student's background and professional interests.

8. The School will designate a Field Faculty(s) to the Training Site.

9. The Field Faculty will assist, if necessary, in the development of a learning contract and review the progress of student learning with the supervisor(s) at the Training Site ("Practicum Instructor"). A learning 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 student and the Training Site's Practicum Instructor(s), and reviewed and approved by the Field Faculty.

10. The School will provide the Training Site's Practicum Instructor with access to instructional materials, including orientation and training, as appropriate.

11. School will request a national criminal background check through a third party vendor upon students' admission to School. Training Site understands and agrees that any information forwarded to it by School has been procured through this process. School does not certify the veracity of the records provided, and the provision of this background check does not relieve Training Site of its legal obligations.

12. School will ensure evaluation of students' immune status with regard to current CDC standards for healthcare personnel, upon program entry and again each time standards are changed or updated. School will also ensure students receive initial and annual tuberculosis screening according to current CDC guidelines.

Training Site's Responsibilities

13. The Training Site will designate, with the School's concurrence, one or more qualified staff members who will serve as Practicum Instructors to direct and supervise student learning. Practicum Instructors will confer with the School's Field Faculty about individual student progress.

14. The Training Site shall make its facilities available to be used for educational purposes and shall supervise students.

15. The Training Site will allocate reasonable time to the Practicum Instructors to carry out their educational responsibilities, including attending training for practicum instruction, development of student learning contracts, regular supervision, and evaluation of students.

16. The Training Site shall provide students access to available information or sources of information that will further their education while they are assigned to the Training Site.

17. The Training Site may immediately limit or withdraw the use of its facilities by an individual student if that particular student endangers any client. Training Site agrees to immediately notify School of the reasons for withdrawal, in writing if requested, and to use reasonable efforts to reach agreement with School on terms under which Training Site would permit use of its facilities by that student under this Agreement to resume.

18. 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's Field Faculty. The Training Site will provide feedback and participate with School expectations regarding evaluations of students.

19. The School will require each student referred to the Training Site to complete a training in universal precautions and transmissions of blood borne pathogens. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

20. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the practicum program at Training Site, Training Site agrees to provide the following services:

- Provide or, at the option of the student, assist with seeking emergency medical care, at the student's expense;
- Provide HIV counseling and appropriate testing, at the student's expense; and
- Cooperate in the identification of and documentation for the source individual.

The source patient's HBV, HCV and HIV status will be determined by Training Site in the usual manner to the extent possible.

Liability Coverage Provisions

21. Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, 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.

22. School will defend, indemnify and hold Training Site harmless from any loss, claim or damage arising from the negligent acts and omissions of School and School's regents, employees, officers, agents, and students for activities under this Agreement. 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 with limits of not less

than \$1,000,000 per occurrence and \$3,000,000 annual aggregate for its regents, employees, officers, agents, and students in the performance of this Agreement.

23. Training Site will defend, indemnify and hold School harmless from any loss, claim or damage arising from the negligent acts and omissions of Training Site and Training Site's employees, officers, and agents. Training Site 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 Training Site will be involved in patient care, therapy, counseling, case management, or direct service social work, then 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).

24. If Training Site is a State of Washington agency, Training Site's obligations for insurance will be covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92). Claims against Training Site and its employees and officers will be paid from the Tort Claims liability account as provided in RCW 4.92.

25. Upon request, both parties will provide proof of coverage upon execution of this Agreement. 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. School students shall not be considered employees of the Training Site.

Confidentiality Provisions

27. School shall direct its students 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. School voluntarily provides its students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). Training Site agrees to provide information on Training Site's specific policies and procedures governing use and disclosure of protected health information. Solely for the purpose of defining the students' role in relation to the use and disclosure of Training Site's protected health information, the students 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 students 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 students. 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 School’s regents, officers, employees, agents, 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. Students 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 student’s performing duties, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services.

Term.

31. Term. This Agreement is effective _____ and shall continue until terminated. This Agreement will be reviewed at the request of either party. Either party may terminate this Agreement upon 90 days written notice. However, in the event of termination, it shall not become effective for students already participating at Training Site until they have completed their current placements.

32. Governing Law. The parties’ rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

33. Notices. All notices, demands, requests, or other communications 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 Field Education
School of Social Work
University of Washington, Mail Stop 354900
4101 15th Ave. N.E.
Seattle, WA 98105

To Training Site:

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.

39. FERPA. The Parties acknowledge that certain information about students is contained in records maintained by School and that this information is confidential by reason of School policy and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. Section 1232(g) and applicable state law. In the event that Training Site has access to a student's records, Training Site shall keep confidential and shall not disclose any student records unless disclosure is (i) authorized by the School or student in writing; (ii) required by law or a court of competent jurisdiction; or (iii) permitted by this Agreement.

40. Third-Party Rights. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party.

41. Execution and Approval. The parties warrant that the officers/individuals signing below have been duly authorized to act for and on behalf of the Party for the purpose of executing this Agreement. The parties may also include the signatures of individuals who are responsible for the education program.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

**UNIVERSITY OF WASHINGTON
SCHOOL OF SOCIAL WORK**

Associate Dean for Academic Affairs, School of Social Work

Date

Dean, University of Washington Tacoma
School of Social Work & Criminal Justice

Date

Director, Health Sciences Administration

Date

TRAINING AGENCY

Signature

Date

Printed Name and Title

Phone Number

Email Address (please print)