

## AFFILIATION AGREEMENT

This agreement is entered into by and between Azusa Pacific University through its Department of Social Work ("University") and the following organization ("Organization"):

<b>FULL LEGAL NAME OF ORGANIZATION:</b>		
<b>BUSINESS ADDRESS:</b>		
<b>CITY:</b>	<b>STATE:</b>	<b>ZIP:</b>

### WHEREAS:

- the University has a curriculum in Social Work;
- field experience is a required and integral component of the University's Social Work curriculum;
- the University desires the cooperation of Organizations in the development and implementation of the field experience phase of its Social Work curriculum;
- the Organization recognizes its professional responsibility to participate in the education of the University's Social Work students; and
- the Organization wishes to join the University in development and implementation of a field program for Social Work students ("Program").

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, the University and the Facility enter into this agreement ("Agreement") on the terms and conditions set forth below.

### I. The University and the Organization mutually agree:

- A. To cooperate in establishing the educational objectives for the field experience and devising methods for their implementation (together referred to as the "Program"), and to continually evaluate the Program to determine the effectiveness of that experience.
- B. To make no distinction among students covered by this Agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran or any other classifications protected by the laws of the United States of America and the State of California.
- C. That the students will be in a learning situation and that the primary purpose of the placement is for the students' learning. It is further understood that the student shall not at any time replace or substitute for any Organization employee. Nor shall student perform any of the duties normally performed by an employee of the Organization except such duties as are a part of his or her training and are performed by the student under the direct supervision of an Organization employee.

### II. The University agrees:

- A. To appoint a faculty member as the Field Education Director for the Program and to administer the University's responsibilities related to it.
- B. To notify the Organization Liaison and the Organization, at a time mutually agreed upon, of its planned schedule of student assignments, including the name and academic preparation of the student. The Field Education Director shall negotiate internship assignments and prepare students for placement with field organizations.

- C. To advise assigned students that they will be subject to the Organization’s policies, procedures, organizational protocols, rules and regulations and all reasonable directions given by qualified Facility Personnel while providing services pursuant to this Agreement.
- D. To advise assigned students that they will be subject to the Organization’s rules related to security and protection of the Organization’s Protected Health Information (“PHI”), and that they may not, therefore, either retain PHI outside of the Organization or disclose PHI to anyone outside of the Organization, except as required by law. The University shall advise students that, for purposes of compliance with the Health Insurance and Portability Accountability Act (“HIPAA”), students are considered “work force members,” defined as individuals who are given access to the Organization’s PHI, and that PHI means any information, whether oral or recorded in any form or medium, created or received by students and: (i) that relates to the past, present or future physical or mental condition of the patient; the provision of health care to the patient; or the past, present or future payment for the provision of health care to the patient; and (ii) that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the patient and shall have the same meaning as the term “protected health information” defined in the Code of Federal Regulations (45 CFR § 164.501).
- E. To assume responsibility for assuring compliance with applicable educational standards as required by the Council on Social Work Education, and to oversee required academic and instructional content of the Program. The Field Education Director shall be responsible for academic oversight of the Program on the University’s behalf, which shall include (1) designing an orientation session for all Organization Liaisons to discuss educational objectives of field placement and objectives of the Program; (2) maintaining continuous contact with students and Organization Liaisons in order to assess student field performance and to assign a final grade; (3) providing Organization Liaisons with course outlines, field work evaluation forms, and other pertinent material; and (4) ensuring Organization compliance of field supervision mandates commensurate to student education levels.
- F. To supply the Organization Liaison with appropriate forms to be used in evaluating the performance of assigned students. The Field Education Director shall make visits at least twice per year to the Organization in order to determine and assure that the Program’s educational objectives are being met, and to intervene when difficulties arise.
- G. To seek Organization and student input regarding Field Education curriculum content. The Field Education Director shall facilitate communication as necessary for this process.
- H. The Organization has authority to suspend or terminate any student from the field internship assignment if, in the Organization’s judgment, the student’s conduct or behavior violates the Organization’s rules of conduct or otherwise threatens the health, safety or welfare of any clients, invitees or employees at Organization. Notices of such withdrawal shall be in writing to the University and shall state the reason for the withdrawal.

**III. The Organization agrees:**

- A. To designate as Organization Liaison the staff member responsible for supervision of assigned students, the planning and implementation of the field experience, and communications with the University. The staff member so designated shall meet the appropriate legal and regulatory criteria established for supervising Social Work students and be provided by the Organization with this Agreement. In the absence of the staff member so designated, a suitable alternate person will be designated and available.
- B. To provide the Organization Liaison with sufficient time to supervise, plan and implement the field experience including, when feasible, time to attend field instructor training meetings and conferences, and to allow the Organization Liaison adequate time to devote to student instruction in the Program.

- C. To publish or communicate to the University the requirements, expectations and objectives the Organization may have for the Program, to advise the University of any changes in its personnel, operation or policies which may affect field experiences, and to provide each assigned student with a copy of the Organization's existing pertinent rules and regulations with which the student is expected to comply.
- D. To determine the number of students which the Organization can accommodate and accept during an academic year.
- E. To provide assigned workspace and office equipment, supplies, and physical facilities for participation in the Program, and to allow and encourage assigned students to participate in the Organization to the greatest extent possible, to facilitate the learning process. This shall include giving students access to records and maximizing students' participation in Organization staff meetings, case conferences, and other appropriate activities to the extent permitted by state and federal law. Organization shall also make available organizational resources and other printed material to meet learning objectives.
- F. To evaluate the performance of assigned students on a regular basis using the evaluation form supplied by the University and to promptly forward to the University the completed evaluation, no later than one (1) week following the conclusion of each student's field assignment with the Organization.
- G. To advise the University, at least by mid-term, of any serious deficiency noted in the ability of an assigned student to progress toward achievement of the stated objectives of the Program. It will then be the mutual responsibilities of the Organization Liaison and the Field Education Director to devise a plan by which the student may be assisted to achieve the stated objectives.
- H. To permit, on reasonable request, the inspection of the facilities, services available for learning experiences, student records, and such other items pertaining to the Program by the University, as well as by organizations charged with the responsibilities for accreditation of the University's Social Work degree programs.
- I. To comply with all Federal, State and local laws and ordinances concerning the confidentiality of student records and not to disclose student records except to University and Organization officials who have a legitimate need to know consistent with their official responsibilities.
- J. The University has authority to terminate the participation of a student in the Program if the student violates the provisions of the APU Department of Social Work Field Manual ("Manual") or the National Association of Social Workers (NASW) Code of Ethics. The University shall have full responsibility for the conduct of any student disciplinary proceedings.

#### **IV. GENERAL TERMS AND CONDITIONS:**

- A. **Insurance.** Each party to this Agreement shall provide and maintain Workers' Compensation including Employer's Liability insurance as required under the laws of the State of California. In addition, each party shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder with respect to the negligent acts or omissions of itself, its employees, agents, and/or students. Such program of insurance shall include, but not be limited to, comprehensive general liability and professional liability. The general liability insurance shall have a minimum coverage of \$1,000,000 and \$3,000,000 aggregate. The professional liability insurance shall carry a single limit of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- B. **Status of Students.** The employment status of students and the responsibility for insurance coverage for student activities depends upon the status of the students as set forth below:
  - a. **Students Participating in Unpaid Internship not at Student's Place of Employment:** It is understood by the parties that the University's students are fulfilling specific requirements for clinical experiences as part of a



degree requirement, and therefore, the University’s students do not thereby become employees or agents of University or Facility by virtue of their clinical training. The University shall be responsible for providing general liability and professional liability coverage for such students, pursuant to Section IV.A (Insurance) of this Agreement.

- b. Students Participating in Unpaid Internship at Student’s Place of Employment: It is understood by the parties that the University and Facility shall keep the clinical training and work duties of the University’s students strictly separate. The University shall be responsible for providing general liability and professional liability coverage for such students’ clinical training, pursuant to Section IV.A (Insurance) of this Agreement, and the Facility shall be responsible for providing insurance coverage for such students’ activities as an employee.
- c. Students Participating in Paid Internship: If the University’s students are provided with a nominal stipend from the Facility intended to reimburse them for estimated expenses related to their clinical training, the University’s students do not thereby become employees or agents of the Facility, and the University shall be responsible for providing general liability and professional liability coverage for such students pursuant to Section IV.A (Insurance) of this Agreement; however, Facility shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University’s students are paid by the Facility for their services, then they become employees of the Facility, and Facility is responsible for all employee obligations and for insuring the activities of such students, notwithstanding Section IV.A (Insurance) of this Agreement.

Facility is at all times responsible for care and supervision of its patients.

- C. ***Length of Term.*** This Agreement shall be effective for a period of **three (3) years** when executed by both parties. This Agreement may be terminated by either party effective as of the end of an academic year (May 31) upon at least ninety (90) days’ written notice by the terminating party. Should notice of termination be given, students assigned to the Organization shall be allowed to complete any previously scheduled field assignment then in progress at the Organization. Notice of termination to the Organization shall be directed to the designated Field Education Director.
- D. ***Waivers and Modifications.*** No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto.
- E. ***Third-Party Beneficiary Rights.*** This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.
- F. ***Notices.*** All notices pursuant to this Agreement shall be directed as follows:

<p><u>To the University:</u>  Department of Social Work/Field Education  Azusa Pacific University  P.O. Box 7000, 901 East Alostia Avenue  Azusa, California 91702  Fax: (626) 815-3861</p> <p><u>(With a copy to):</u>  Office of General Counsel  Azusa Pacific University  P.O. Box 7000, 901 East Alostia Avenue  Azusa, California 91702  Fax: (626) 334-0718</p>	<p><u>To the Organization:</u></p> <p><b>ATTN:</b> _____</p> <p><b>Organization Name:</b> _____</p> <p><b>Address:</b> _____</p> <p>_____</p> <p><b>Fax:</b> _____</p>
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Any notice or communication shall be deemed to have been given and received: (i) in the case of personal service, on the day of delivery; (ii) in the case of air courier, two days after the day of delivery; (iii) on the third business day after having been sent by registered or certified mail, return receipt requested, with written verification of receipt; and (iv) in the case of facsimile, on the next business day after having been sent by facsimile, with written verification of receipt, provided that a copy of such notice also is sent by registered or certified mail. The address to which notices and demands shall be delivered or sent may be changed from time to time by notice served by a party upon the other party in accordance with this Agreement.

- G. **Assignment.** This Agreement or any part hereof shall not be assigned or otherwise transferred by any party without the prior written consent of the other parties.
- H. **Relationship of Parties.** The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture, employment, or relationship between any of the parties and no party shall have the authority to bind another party in any respect.
- I. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- J. **Entire Agreement.** This Agreement shall constitute the final, complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between either parties.
- K. **Copies of Agreement.** Email and fax versions of signed affiliation agreement will be considered legally valid.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement and warrant that they are officially authorized to so execute for their respective parties to the contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

<p><b><u>ORGANIZATION:</u></b></p> <p>_____ Signature</p> <p>By: _____</p> <p>Its [official title]: _____</p>	<p><b><u>UNIVERSITY:</u></b></p> <p>_____ Signature</p> <p>By: Froylana Heredia-Miller, MSW, LCSW</p> <p>Its [official title]: Assistant Professor, Director of Field Education</p>
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**MAIL/DELIVER THIS FORM TO:** Department of Social Work/Field Education  
Azusa Pacific University  
P.O. Box 7000, 901 E. Alostia Avenue  
Azusa, California 91702-7000