

AFFILIATION AGREEMENT
Western Michigan University
School of Social Work

This agreement is entered into by the Board of Trustees of Western Michigan University for its baccalaureate and masters social work programs (hereinafter referred to as the “University”) and _____ (hereinafter referred to as the “Agency”).

PURPOSE

The School of Social Work at Western Michigan University considers field instruction a vital component in the education of future social work professionals. It, therefore, recognizes the importance of the settings where field instruction takes place. To maintain and promote the educational excellence, which is in the best interest of both the University and the Agency, it has been found that a specified statement of the responsibilities of the parties involved can be mutually beneficial.

RECITALS

WHEREAS, the University is engaged in the instruction of social work students and desires to provide such students learning experiences in a social work related agency setting; and,

WHEREAS, the Agency has the facilities and is willing to provide practicum experience for social work students enrolled in the University’s baccalaureate and masters social work programs,

NOW THEREFORE, in consideration of the mutual agreement set for the herein, the Agency and the University agree as follows:

1. RESPONSIBILITIES OF THE UNIVERSITY

The University will:

- A. In cooperation with the Agency will assume the responsibility for assigning students, who have satisfactorily completed the prerequisite didactic portion of the curriculum, to agency practicum experiences while giving consideration to the Agency’s suitability to meet the educational needs of students, of the Agency’s specialized services, and the skills and knowledge of the Agency’s staff.
- B. Provide the Agency field instructor with access to a Field Education Manual, which states the objectives, policies, and procedures pertaining to field instruction. The Field Education Manual and all

required forms are available on the Office of Field Education Web site and the Field Education Manual specifically is available on a CD should the Agency not have access to the Internet. The University shall provide the Agency with all required forms and additional information such as the academic calendar, as deemed necessary to the practicum experience.

- C. In the person of the faculty liaison, assist the student and the Agency field instructor in developing a practicum experience, which reflects the needs and the objectives of the Agency, the University and the student.
- D. Assume responsibility solely for the academic aspects, curriculum and content of the expected learning experiences of its students.
- E. Provide overall coordination of training for field instructors to help design appropriate learning experiences for students.
- F. Provide a faculty liaison that will be responsible for grading the student's performance in the field placement. Such grades will be based on an evaluation of the student's performance and will include input from the assigned field instructor(s). The University will supply student evaluation forms to the Agency. Forms are also available from the Office of Field Education web site.
- G. Maintain all educational records and reports relating to the educational program completed by individual students at the Agency, and the Agency shall have no responsibility respecting the same other than those agreed upon reports from field instructors, which are necessary to the University's monitoring of student progress. The Agency shall not release information contained in these educational records and reports, but shall instead refer all request for information respecting such records to the University. The University agrees to comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records and reports.
- H. Maintain general and professional liability insurance or self-insurance coverage during the term of this Agreement covering University and its employees for services rendered pursuant to this Agreement. Upon request, University shall provide to Agency copies of appropriate certificates evidencing such insurance or self-insurance.
- I. Ensure that students assigned to Agency understand that they are required to comply with all rules, regulations, policies, and

procedures applicable to Agency, including but not limited to patient confidentiality, Joint Commission on Accreditation of Healthcare Organization (JCAHO) standards and any other regulations the Agency is subject to.

2. RESPONSIBILITIES OF THE AGENCY

The Agency will:

- A. Assume responsibility for the care of clients/patients. Students are not employees of the Agency and therefore will not replace Agency staff nor give service to clients/patients apart from its educational value.
- B. Plan and administer all aspects of client/patient care at the Agency. The Agency has primary and ultimate responsibility for the quality of care, service and operations of the Agency and its clients/patients, and as such, Agency staff shall have final responsibility, authority, control, and supervision over all aspects of client/patient care, services and Agency operations.
- C. Have the privilege of recruiting students for employment. However during the course of the practicum, students are not considered employees of the Agency and will not receive any benefits or be covered by any social security, worker's compensation or malpractice insurance policy of the Agency unless the student is placed on an approved work-study proposal.
- D. Assume the responsibility for providing agency orientation for students; for informing students of its security and health requirements; and for discussion of any safety issues relevant to the client/patient population being served. The Agency will inform students about Agency standards of behavior, dress codes, use of personal automobile and additional certifications that they may require. The Agency will monitor student compliance with same.
- E. Be responsible for health and safety plans, protections and procedures, as required by law, OSHA, HIPAA, or other regulatory agency, and shall inform and apply them to students where appropriate.
- F. Assume responsibility for informing, requiring and monitoring students regarding Agency policies and regulations, including all applicable state, federal, and local laws regarding the

confidentiality of client/patient information and records. This includes mandated reporting laws.

- G. Provide a field instructor approved by the University, who possesses the qualifications, knowledge and skills necessary to provide quality field instruction. The field instructor must make available appropriate learning experiences for students placed by the University and assume responsibility for the supervision of students.
- H. Provide students the physical facilities, supplies, and equipment that the parties mutually agree to as necessary for the appropriate management of the practicum experience.
- I. Agree to complete all forms requested by the University including the Safety Checklist, student evaluations, information required for University accreditation requirements, and other reports as necessary to evaluate and monitor the practicum experience.
- J. Provide emergency treatment, to the extent of the Agency's capabilities, in the event of accident or illness to students, while participating in the practicum experience, such care to be provided at the student's expense.
- K. Maintain general and professional liability insurance or self-insurance coverage for Agency and its employees. Upon request, the Agency shall provide the University with copies of appropriate certificates evidencing such insurance or self-insurance coverage.

3. **GENERAL TERMS**

- A. The University and the Agency certifies that it will agree to comply with all state and federal laws on discrimination and specifically agree not to discriminate in acceptance of students and against any student in placement based on race, religion, color, sex, creed, sexual orientation, handicap-status, disability, military status, age, familial or marital status or national origin.
- B. The University and the Agency certify that it will agree to comply with the National Association of Social Workers Code of Ethics and monitor student compliance with same.
- C. The University and Agency shall agree to follow the established procedures regarding the removal of any student from the

practicum experience as outlined in the Field Manual. Withdrawal can be requested by the Agency or the School for reasons related to performance, violations of the National Association of Social Work Code of Ethics, conduct deemed unsuitable according to University or Agency standards or when in the University's judgment, the practicum experience does not meet the program's expectations or needs of the student.

- D. The University will defend the Agency with competent counsel, hold it harmless and indemnify the Agency from any liability or claims brought against the Agency as a result of the acts or omissions of the University, its employees or students. The Agency will defend the University with competent counsel, hold it harmless and indemnify the University from any liability or claims brought against the University as a result of the acts or omissions of the Agency, its employees. The University and the Agency respectively, shall maintain liability insurance, in amounts reasonably satisfactory to the other party, covering the acts or omissions of their respective employees or students. All students are covered under a malpractice policy provided by the University and pay for such policy as a separate fee that is charged.
- E. It is agreed that the parties to the Agreement may revise or modify the Agreement only upon written consent of both parties. This Agreement will be governed by the laws of the State of Michigan.
- F. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention express or otherwise, to create any rights or interest for any party or person other than the Agency and the University, without limiting the generality of the foregoing, no rights are intended to be created for any client/patient, student, parent, guardian of any student, employer or prospective employer.
- G. In the performance of their respective duties and obligations under this agreement, each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.
- H. This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, are hereby merged into this agreement.

- I. No amendment or modification to this agreement, including any amendment or modification of this paragraph, shall be effective unless the same is in writing signed by the party to be charged.
- J. Notwithstanding any other provision contained in this agreement to the contrary, neither party waives any of its rights, defenses privileges and/or immunities afforded by law.

4. TERMS OF AGREEMENT

This Agreement shall become effective as of _____, and shall continue thereafter until terminated by either party upon forty-five (45) days' written notice of termination; provided, however, that students then receiving instruction in any program shall be given the opportunity to complete the full program during that instructional period.

IN WITNESS WHEREOF, the parties have signed this document on the day and year written.

WITNESSES:

Date: _____

AGENCY: _____

Address: _____

Telephone: _____

E-Mail: _____

Print Name: _____

Signature: _____

WESTERN MICHIGAN UNIVERSITY

Date: _____

 Gary Mathews, Ph.D.,
 Interim Director, School of Social Work

Date: _____

 Earlie M. Washington, Ph.D.
 Dean, College of Health and Human Services

Date: _____

 Timothy Kellogg
 Manager, Business Services