



Prairie View A&M University

Department of Social Work

Affiliation Agreement

CLINICAL FACILITY OR SOCIAL SERVICES AGENCY

This agreement ("Agreement") is by and between Prairie View A&M University (hereafter referred to as "University"), a member of The Texas A&M University System, an agency of the State of Texas and [FULL NAME OF CLINICAL FACILITY OR SOCIAL SERVICES AGENCY]: _____

(hereafter referred to as "Clinical Facility or Social Services").

University, through its College of Social Work (hereafter referred to as "Program"), offers a course of study for Social Work. A critical component of the Social Work Program is providing students with an opportunity to directly apply knowledge and skills gained in the classroom in a clinical setting.

University and Clinical Facility or Social Services Agency share a mutual interest in providing students in the Social Work Program with experience in Social Services and agree to cooperate in the conduct of educational activities (hereafter referred to as Social Services Field Practicum") as described below:

I.

PURPOSE OF AGREEMENT

This Agreement sets forth the terms under which Clinical Facility or Social Services Agency will provide University faculty, staff, and student access to its facilities consistent with the purpose of this Agreement. This Agreement also establishes the manner in which University will access the Clinical Facility or Social Services Agency so that the well-being of the Clinical Facility or Social Services Agency, its staff, patients, and clients will not be jeopardized.

II.

TERM OF AGREEMENT

This Agreement shall become effective when executed by both parties and shall remain in effect from date of final signature [or Start Date] through [End Date] unless sooner terminated as provided in this Agreement. Either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other. University students scheduled to participate in the Social Services Field Practicum Placement at the time of any such termination shall be allowed to complete their assigned rotations.

III.

SCOPE OF THE SOCIAL SERVICES FIELD PRACTICUM

Neither University nor Clinical Facility or Social Services Agency will incur any financial obligation to the other as a result of this Agreement. University and Clinical Facility or Social Services Agency acknowledge that the ultimate responsibility for all patient or client care remains with Clinical Facility or Social Services Agency, and students will not provide services apart from its educational value.

IV.

RESPONSIBILITIES OF UNIVERSITY

University agrees to:

1. Select students for the participation in Social Services Field Practicum Placement, selecting only those students with a satisfactory record in the Social Work Program and who have met University requirements;
2. Be responsible for making the decision to exclude or remove students from the Social Services Field Practicum Placement Program and the Clinical Facility or Social Services Agency will adhere;
3. Provide Clinical Facility or Social Services Agency with copies of the course outline and course objectives, evaluation criteria as requested and a tentative list of course instructors and their qualifications before the beginning of each Social Services Field Practicum Placement;
4. Maintain full responsibility and control for planning and execution of the Social Work Program, including curriculum, evaluation of students, administration, instructor appointments, and other matters which are normally reserved as University functions, such as granting degrees and advising students;
5. Make representatives of University available to Clinical Facility or Social Services Agency for assistance and consultation as the need arises and when possible;
6. Appoint in writing one or more representatives of University to communicate with the Clinical Facility or Social Services Agency representative(s) during the course of planning for student placement at Clinical Facility or Social Services Agency;
7. Provide Clinical Facility or Social Services Agency instructors and/or preceptors during times that students are at Clinical Facility or Social Services Agency and provide proof of having a degree in Social Work Degree from a CSWE accredited Social Work Program for all University faculty;
8. Advise students of their responsibilities regarding participation in the Social Services Field Practicum, including the responsibility to exhibit professional

conduct and to follow all rules and standards set by Clinical Facility or Social Services Agency;

9. Ensure students attend Social Services Field Practicum Placement orientation if required by Clinical Facility or Social Services Agency;
10. Provide Clinical Facility or Social Services Agency with written Social Services Field Practicum Program objectives for each level of students assigned to Clinical Facility or Social Services Agency;
11. Prepare Social Services Field Practicum Program schedules; ensure that Clinical Facility or Social Services Agency receives the student schedule before their assignment;
12. Provide to Clinical Facility or Social Services Agency, when requested, the following information regarding students:
 - a) Proof of personal liability insurance coverage to be carried by each student;
 - b) Proof of each student's current immunizations as required; and
 - c) Proof of current basic life support (b/s) for health care providers;
13. Educate students on communicable disease reporting guidelines; and
14. Notify student, staff and faculty that Clinical Facility or Social Services Agency requires a criminal history background check on each and every student, staff and faculty member as a condition for participation in the Social Services Field Practicum Program. The student, staff or faculty member will be required to personally obtain the criminal background check. Clearance information will be provided to Clinical Facility or Social Services Agency by University. Should the background check disclose adverse information, the student, staff or faculty member shall immediately be removed from participation in the Social Services Field Practicum Program at Clinical Facility or Social Services Agency.

V.

RESPONSIBILITIES OF CLINICAL FACILITY OR SOCIAL SERVICES AGENCY

Clinical Facility or Social Services Agency agrees to:

1. Provide an on-site educational experience which is pertinent and meaningful for students;
2. Designate and inform University of a liaison to schedule hours for students participating in the Social Services Field Practicum Program;

3. Accept from University a number of students appropriate to the staff, space, and operations of Clinical Facility or Social Services Agency;
4. Allow authorized representatives of University to participate in the Social Services Field Practicum Program planning;
5. Make representatives of Clinical Facility or Social Services Agency available to University for assistance and consultation as the need arises and when possible;
6. Encourage and allow students to gain properly supervised Social Services Field Practicum experience appropriate to each student's level of knowledge and training;
7. Based on the availability of facilities, allow student access to departments appropriate to each student's level of knowledge and training;
8. Immediately provide medical care in the event of acute injury or illness experienced by a student while participating in the Social Services Field Practicum Program, the cost of such health care to be the sole responsibility of the student;
9. Initiate the documentation process for student exposures as well as notifying University for further follow up; draw and process baseline blood samples where appropriate for communicable disease exposures;
10. Be responsible for making the decision to exclude students from individual patient care; and the University and students will adhere;
11. Be responsible for making the decision to deny a student access to the Clinical Facility or Social Services Agency site by sending University written notice; and the University and student will adhere;
12. Provide adequate space for student-faculty conferences; and
13. Provide training to students regarding the confidentiality requirements of the Clinical Facility or Social Services Agency.

VI. JOINT RESPONSIBILITIES

University and Clinical Facility or Social Services Agency agree to act jointly as follows:

1. University and Clinical Facility or Social Services Agency will not discriminate, sexually harass, or retaliate against any employee, applicant or student enrolled in their respective programs because of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, gender identity, or any other basis protected by law. Should either University or Clinical Facility

or Social Services Agency be given actual or constructive notice of discrimination, harassment, or retaliation on the basis of any of these protected classes, the University and Clinical Facility or Social Services Agency will cooperate in an investigation to ascertain the facts; stop the discriminatory, harassing, or retaliatory conduct; remedy the effects of such conduct; and prevent the recurrence of such conduct. The University takes responsibility for training its students on its nondiscrimination policies and grievance procedures, and the Clinical Facility or Social Services Agency takes responsibility for training its employees on its nondiscrimination policies and grievance procedures.

2. For determination of the number of students to be assigned to the Social Services Field Practicum Program shall be a joint decision based on staff and space available at Clinical Facility or Social Services Agency and eligible students enrolled in the Social Work Program who desire to be educated at Clinical Facility or Social Services Agency .
3. This Agreement does not prevent Clinical Facility or Social Services Agency from participation in any other program. Nor does this agreement prevent University from placing students with other licensed health care facilities.
4. University and Clinical Facility or Social Services Agency agree to assist each other in obtaining and maintaining approvals of regulatory agencies needed to conduct the Social Services Field Practicum under this Agreement.
5. There will be on-going, open communication between University and Clinical Facility or Social Services Agency to promote understanding of the expectations and roles of both institutions in providing the Social Services Field Practicum for students. University and Clinical Facility or Social Services Agency **representatives** will meet as needed at the convenience of both parties to coordinate and improve the Social Services Field Practicum Program.
6. Either University or Clinical Facility or Social Services Agency may remove a student participating in the Social Services Field Practicum Program if, in the opinion of either party, the student is not making satisfactory progress. Any student who does not satisfactorily complete the Social Services Field Practicum Program or any portion of thereof may repeat the placement with Clinical Facility or Social Services Agency only with the written approval of both Clinical Facility or Social Services Agency and University.
7. At no time shall University students be considered representatives, employees or agents of University or Clinical Facility or Social Services Agency. University students are not eligible to receive payment for services rendered, replace or substitute for a University or Clinical Facility or Social Services Agency employee, or possess authority to enter into any form of agreement, binding or otherwise, on behalf of Clinical Facility or Social Services Agency or University.

8. Clinical Facility or Social Services Agency **and** University each acknowledge that neither party assumes liability for actions taken by Social Work students during the time that they participate in the Social Services Field Practicum Program with Clinical Facility or Social Services Agency.
9. University is not responsible for providing personal liability or medical insurance covering students. It is the student responsibility to provide proof of personal liability before starting the Social Work Internship Rotations.
10. Clinical Facility or Social Services Agency and University shall be responsible for training students regarding Blood borne Pathogens in accordance with the Occupational Safety and Health Administration's (OSHA) Occupational Exposure to Blood borne Pathogens (29 CFR Part 1910.1030).
11. University, to the extent permitted by the laws and constitution of the State of Texas, and Clinical Facility or Social Services Agency agree to defend, indemnify and hold harmless the other party, and their respective agents, officers and employees from and against any and all liability or damages incurred in connection with claims for damages of any nature resulting from bodily injury, death, personal injury or property damage arising from the negligent or willful acts or omissions of the indemnifying party, its agents or employees, except in all cases to the extent arising from the negligent or intentional misconduct of the indemnified party, or their respective agents, officers or employees. Under no circumstances shall either party be liable to the other party for any special, indirect or consequential damages, including without limitation lost profits or cost of capital.

VII. FERPA

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Clinical Facility or Social Services Agency as a school official with a legitimate educational interest in the educational records of the students who participate in the Social Services Field Practicum Program to the extent that access to the records are required by the Clinical Facility or Social Services Agency to carry out the Social Services Field Practicum Program. The Clinical Facility or Social Services Agency agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

VIII. HIPAA

University and Clinical Facility or Social Services Agency agree that:

1. Clinical Facility or Social Services Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation");

2. University students participating in the Social Services Field Practicum Program and University faculty providing supervision at the Clinical Facility or Social Services Agency as part of the Social Services Field Practicum Program, such students and faculty members shall:
 - a. be considered part of Clinical Facility or Social Services Agency 's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of Clinical Facility or Social Services Agency ;
 - b. receive training by Clinical Facility or Social Services Agency on, and subject to compliance with, all of Clinical Facility or Social Services Agency 's privacy policies adopted pursuant to the Regulations; and
 - c. not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student accessed through Program participation or a faculty member accessed through the provision of supervision at Clinical Facility or Social Services Agency that has not first been de-identified as provided in 45 CFR §164.514(a);
3. University will not access or request to access any Protected Health Information held or collected by or on behalf of Clinical Facility or Social Services Agency, from a student or faculty member who is acting as a part of the Clinical Facility or Social Services Agency's workforce as set forth in subsection 2.a., above, or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a).
4. No services are being provided to Clinical Facility or Social Services Agency by University pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

IX. MISCELLANEOUS PROVISIONS

1. Execution and modification. This Agreement is binding only when signed by both parties. Any modifications or amendments must be in writing and signed by both parties.
2. Assignment. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.
3. Force Majeure. Each party shall be excused from any breach of this Agreement which is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

4. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the Social Services Field Practicum Program and supersedes all other written and oral agreements between the parties with respect to the Social Services Field Practicum Program. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.
5. Governing Law. This Agreement is construed under the laws of Texas. Venue is in Waller County, Texas.
6. Independent Contractor Status. This Agreement will not be construed as creating an employer/employee relationship between University and Clinical Facility or Social Services Agency or the students.
7. Headings. Headings appear solely for the convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
8. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
9. Notice. Any notices required by this agreement shall be delivered to the following address:

University: Prairie View A&M University
P.O. Box 519 MS 1311
Prairie View, Texas 77446
Attention: Contracts Office
Email: Contracts@pvamu.edu

Clinical Facility or Social Services Agency:

Name of Clinical Facility or Social Services Agency: _____

_____ Address _____

City: _____ State: _____ Zip: _____

Attention: [Full Name]: _____ Title: _____

Telephone: _____ Email address: _____

10. Non-Waiver. Clinical Facility or Social Services Agency expressly acknowledges that University is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by University of its rights to claim such exemptions, privileges, and immunities as may be provided by law.
11. Dispute Resolution. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by University and Clinical Facility or Social Services Agency to attempt to resolve any claim for breach of contract made by Clinical Facility or Social Services Agency that cannot be resolved in the ordinary course of business. Clinical Facility or Social Services Agency shall submit written notice of a claim of breach of contract under this Chapter to the Vice President of Business Affairs at the University, who shall examine Clinical Facility or Social Services Agency's claim and any counterclaim and negotiate with Clinical Facility or Social Services Agency in an effort to resolve the claim.

EXECUTED in multiple originals this _____ day of _____, 20____ by

University and Clinical Facility or Social Services Agency through their respective duly
appointed officers.

PRAIRIE VIEW A&M UNIVERSITY

By: _____
Felix O. Chima, PhD
Head of Social Work Department

Date: _____

By: _____
James Palmer, PhD
Provost & Senior VP for Academic Affairs

Date: _____

[FULL NAME OF CLINICAL FACILITY OR SOCIAL SERVICES AGENCY]

By:  _____
[Name]

Date: _____

[Title]