

FIELD EDUCATION AFFILIATION AGREEMENT

Brigham Young University
School of Social Work
Last updated: November 2014

This Agreement is entered into this ____ day of _____, 20____ (“Effective Date”) between Brigham Young University, a Utah nonprofit corporation and educational institution (“BYU”), for and in behalf of its School of Social Work (“School” or “BYU”) and _____ (the “Experience Provider” or “Agency”) located at _____.

1. **PURPOSE.** In order to facilitate internship opportunities and educational experiences for students, this Agreement is intended to govern the relationship between the Experience Provider, and BYU with respect to student Interns from BYU in an internship arrangement with the Experience Provider.

WHEREAS, Brigham Young University has one accredited social work program (a Master of Social Work);

WHEREAS, BYU requires a community agency facility for its Social Work students to obtain the case management and clinical learning experience required in the curriculum; and

WHEREAS, the above-named Agency has the clinical setting, appropriately licensed professional staff, and equipment necessary for the instruction of selected BYU student(s) and is willing to provide its facility and staff for the in-agency professional supervision and instruction of selected student(s) of the School (“Students”), in pursuit of a professional career in social work community practice. References to “Students” in this Agreement include singular and plural numbers of Students.

THEREFORE now, in consideration of the promises and mutual considerations herein set forth, the parties to this Agreement agree as follows:

2. **GENERAL CONSIDERATIONS.**
 - 2.1. An inter internship is a cooperative student program between BYU and the Experience Provider. The Experience Provider will provide supervision, facilities, and instruction that help students of BYU (each an “Intern”) acquire skills and knowledge related to their chosen field of study or occupation.
 - 2.2. **Duration of Agreement.** This Agreement is effective as of the Effective Date and shall continue in full force and effect no longer than ten years:
 - 2.2.1. By either party at any time, provided that Students currently enrolled in

the program at the time of termination shall be given the opportunity to complete their clinical program, provided such completion does not exceed four (4) months beyond the termination date, with notice of termination to be sent by the terminating party to the other party at its normal place of business;

2.2.2. As further described herein; or

2.2.3. Upon mutual agreement of the parties to this Agreement.

- 2.3. **Administration:** The administration of this Agreement shall be under the direct supervision of the School's Director of Field Education (see Section 3.11 below) in consultation with the Agency's designated contact person.
- 2.4. **Student Supervision:** The clinical oversight and obligations of the Agency instructor for the Students shall be the joint responsibility of the BYU Director of Field Education and the Agency Clinical Social Work Manager.
- 2.5. BYU and the Experience Provider agree to indemnify each other from any claims or liability, including reasonable attorneys' fees, due to their respective negligent acts or omissions arising from the performance of this Agreement. Each party further agrees to have in effect insurance coverage to adequately underwrite this promise or indemnity.
- 2.6. Neither BYU nor the Experience Provider will be responsible nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes arising out of or caused only by the other party's actions, inactions or negligence. If, however, such claims, disputes, losses, damages, injuries, adverse events or outcomes of each party to indemnify the other hereunder shall be limited to the extent of the indemnifying party's respective fault.
- 2.7. This Master Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between BYU and the Experience Provider and their employees, Interns, or agents; but rather is an Agreement by and among two independent contractors. Each Intern is placed with the Experience Provider in order to receive educational experience as part of the academic curriculum; duties performed by an Intern are not performed as an employee of the Experience Provider but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by the Experience Provider's personnel. To the extent allowed under state and/or federal law, neither the Experience Provider nor BYU is required to provide worker's compensation coverage for the Interns participating in the educational experience.
- 2.8. **Creative Work of Students:** All original creative work of any Student performed as part of an Agency internship shall be considered a "work made for hire" and Agency shall be responsible for obtaining that copyright and other intellectual property rights in any such original creative work of the Student and obtaining any necessary transfer signatures or transfer documents from the Student to ensure that copyrights and other intellectual property rights shall be owned

entirely by the Agency.

- 2.9. **Use of Name or Logo:** Neither party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval, which shall not be unreasonably withheld.
- 2.10. **Modification:** This Agreement may only be modified by a writing that is signed by all parties to this Agreement.
- 2.11. **Assignment:** Neither this Agreement nor the performance of either party under this Agreement may be assigned by either party (whether in connection with a merger, consolidation, sale, or otherwise) without the written consent thereto of the other party. This Agreement shall be binding upon the successors and assigns of BYU and the Agency, whether or not consent to an assignment has been obtained.
- 2.12. **Liability Risks:** If the Student or Agency Field Instructor engages in activities which are viewed by the Agency Director, the Director of the School, the University Field Liaison, or the Director of Field Education, to pose unreasonable liability risks to the Agency or the School, the Student's participation may be suspended, pending an investigation.
- 2.13. **Insurance:** Students will be reasonably insured or be covered by the School's program of self-insurance against negligent acts or omissions that may occur in the course of the performance of their duties pursuant to this Agreement. This liability insurance covering damage or harm caused by the Student is currently in the amount of \$1,000,000.00 per person, per occurrence, or \$3,000,000.00 in the aggregate.
- 2.14. **Unlawful Discrimination:** BYU and the Agency agree to abide by the provisions of Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) which prohibit unlawful discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; 45 C.F.R. § 90, which prohibits unlawful discrimination on the basis of age; and Section 504 of the Rehabilitation Act, which prohibits unlawful discrimination on the basis of disability.
- 2.15. **Compliance with Applicable Professional Law and Licenses:** The parties to this Agreement agree to comply with the applicable statutes, laws, rules, regulations, licenses, certificates, and authorization relating to social work professional responsibilities or licensing in the performance or carrying out of its obligations under this Agreement. This Agreement shall be subject to amendments in the applicable laws and regulations relating to the training of social work students, but only to the extent that any inconsistency is thereby created, and the parties shall use their best efforts to accommodate both the terms and intent of this Agreement and of such amendments.

Each party to this Agreement will obtain and maintain current (in force) all licenses, certifications, authorizations, and/or permits (and will pay the fees therefore) necessary to carry out its duties and responsibilities under this

Agreement.

- 2.16. **Confidentiality:** The parties to this Agreement expressly agree that they, their employees, and their agents shall not divulge, reveal, or otherwise share with any third party, or use for their own profit, without the other party's prior written consent, any confidential information divulged by any party to the other during the course of this Agreement. For purposes of clarification, "Confidential Information" means any information of a party (including, without limitation, information received from third parties) disclosed to the other party, which is either (a) marked as confidential to the disclosing party or a third party or (b) in connection with the internship opportunities and educational experiences contemplated herein, consists of protected health information, unpublished financial information, treatment information, or any other information reasonably deemed to be personal and/or sensitive. Confidential Information shall not include information that (i) is known to the receiving party at the time it receives Confidential Information; (ii) has become publicly known through no wrongful act of the receiving party; (iii) has been rightfully received by the receiving party from a third party authorized to make such communication without restriction; (iv) has been approved for release by written authorization of the disclosing party; or (v) is required by law to be disclosed.
- 2.17. **Conflict of Interest:** The parties to this Agreement expressly disclaim and disavow any partnership, joint venture, or fiduciary status or relationship between them and expressly affirm they have entered into this Agreement as independent contractors, and that the same is in all respects an "arm's length" transaction.
- 2.18. **Waiver of Provision(s):** Any waiver by any party of any provision of this Agreement, whether in writing or by course of conduct or otherwise shall be valid only in the instance in which it is given, and shall not be deemed a continuing waiver of any provision, nor shall it be considered a waiver of any other provision.
- 2.19. This Agreement covers (check one)
- Single location of Experience Provider—i.e., only that location with address listed above. (Note: a separate agreement will be required for each different location of Experience Provider.)
 - Multiple locations of Experience Provider—i.e., only those locations listed below. (Attach sheet if additional space needed.)

 - All locations** of the Experience Provider

3. **RESPONSIBILITIES OF SCHOOL.** School shall:
- 3.1. Place into field Agencies only those students who have substantially completed the program's prerequisite requirements for field education.
 - 3.2. Assume general responsibility for the instruction and evaluation of the Students, including establishing and implementing the curriculum of the Students' field education and the final designation of their grades and taking into consideration the recommendation of the Agency field instructors. The School further agrees to provide an explanation of and continuing technological consultation for the use of the on-line Learning Agreement and Final Evaluation forms.
 - 3.3. Make reasonable efforts to ensure that the Intern participates in the internship during the dates specified unless modified by the Experience Provider and BYU. This includes instructing each Intern about the consequences of not completing the internship.
 - 3.4. Inform Students that they are subject to the general rules, policies, and procedures of the Agency; including the specific provisions that
 - 3.4.1. The Agency is ultimately responsible for the quality control, and supervision of client care;
 - 3.4.2. The Agency necessarily retains the right to act in the best interests of its clients in all cases;
 - 3.4.3. The Agency reserves the right when necessary to expel Students from the Agency for cause, after conferring with the School.
 - 3.4.4. Students are expected to abide by the terms of Section 2 above.
 - 3.4.5. Assure that the Students enter into a Student Learning Activity Agreement, substantially in the form of the agreement found online at www.runipt.com.
 - 3.5. Provide to the Agency information relevant to Students' educational expectations, including, but not limited to:
 - 3.5.1. Dates for Field Instruction
 - 3.5.2. General objectives and types of experiences desired.
 - 3.5.3. Relevant course information and data on Students to help maximize Students' learning experience.
 - 3.6. Orient and assist Students to adequately prepare Students to function effectively in their Agency assignments.
 - 3.7. Conduct ongoing integrative seminars for Students during the field internship experience, to assist Students to integrate coursework practice methods and theory, with quality professional practice within the Agency.
 - 3.8. Respond in a timely manner to any complaints concerning Students.
 - 3.9. Determine, in consultation with the Agency, which BYU students will be placed. (If appropriate Students are not available, the School is not required to make any Agency placements.)
 - 3.10. Provide ongoing consultation and training for Agency Field Instructors, including orientation and annual field instructor development and professional

workshops.

- 3.11. Provide a Field Liaison, who will assist the Agency, the Agency Field Instructor, and Students, to develop learning activities and guidelines that are consistent with national social work accreditation standards, and respond to Students' needs for professional development (including making at least one visit to the Agency each semester in which Students are placed with the Agency).

The Field Liaison shall also facilitate general on-going dialogue between the School and the Agency.

- 3.12. Provide a Field Liaison, who will assist the Agency, the Agency Field Instructor, and Students, to develop learning activities and guidelines that are consistent with national social work accreditation standards, and respond to Students' needs for professional development (including making at least one visit to the Agency each semester in which Students are placed with the Agency). The Field Liaison shall also facilitate general on-going dialogue between the School and the Agency.
- 3.13. Provide online to the Agency a copy of the Student Learning Activity Agreement.
- 3.14. In consultation with the Agency, evaluate proposed learning experience activities and determine the Agency's ability to provide the educational benefits anticipated to be achieved in the internship.

4. **AGENCY RESPONSIBILITIES.** The parties to this Agreement acknowledge and agree that it shall be the responsibility of the community experience provider Agency to:

- 4.1. Provide Students a qualified Agency Field Instructor who will provide direct supervision and instruction. All Agency Field Instructors for master's (MSW) level students shall hold a MSW degree from a CSWE-accredited social work program. In addition, all Agency Field Instructors shall have a minimum of two years' experience in the placement agency. In the rare event that qualified field instructors are not available and the School determines to place Students in the internship without the benefit of such instructors, the agency shall allow for the School's facilitation of distance supervision and consultation in order to reinforce a social work perspective. To support appropriate educational objectives, the Agency may engage other Agency personnel in the education of Students to assist the Field Instructor as needed.
- 4.2. Provide the Agency Field Instructor with release time sufficient to fulfill educational responsibilities related to supervising Students, including, but not limited to, the following activities:
 - 4.2.1. A minimum of one (1) hour per week to provide individual uninterrupted supervisory instruction for Students;
 - 4.2.2. Attendance at annual Field Internship Instructor workshops; and
 - 4.2.3. Meetings with the faculty Field Liaison assigned to the Agency once each semester or more often as needed.
- 4.3. Provide Students with work space, supplies, and staff support sufficient to fulfill

Students' assigned service functions at the Agency. This may include, but is not limited to, a desk and chair, interviewing space, office supplies, and the staff support necessary to complete recording requirements.

- 4.4. Provide Students with learning experiences that meet suggested minimum guidelines for Students' educational development.
- 4.5. Accept the ultimate responsibility for the care of the Agency clients.
- 4.6. Provide orientation and training sufficient for Students' understanding of the Agency's mission and client population, of the Agency's policies and procedures (including emergency/safety procedures), and of the educational objectives of the School's program. In addition to other material, this orientation will include:
 - 4.6.1. Students' obligations with respect to disclosure of information regarding clients of the Agency and disclosure of client's records located on the premises of the Agency.
 - 4.6.2. A description of the Agency's rules and regulations and Students' obligations with respect to adhering to those rules and regulations.
 - 4.6.3. An explanation of the health and safety standards set by the occupational Safety and Health Administration (OSHA) and other applicable law.
 - 4.6.4. Students' responsibility to seek out and receive health care at the time of exposure to infectious agents such as blood-borne pathogens, tuberculosis, and others, while on duty at the Agency facility and provide any copies of medical records of these health care services to the Agency.
- 4.7. Work with the Agency Field Instructor and the School's Field Liaison in selecting and implementing learning experiences for Students in order to fulfill the objectives of the field instruction.
- 4.8. Assist the School in the ongoing evaluation of Students' work and to timely notify the School of any significant problems concerning Students and/or the field internship.
- 4.9. Provide the School with periodic formal evaluations of Students' work performance, including a final on-line Final Evaluation at the end of each semester.
- 4.10. Notify Students of any additional application requirements as required by law, such as BCI clearances or placement pre-requisite study.
- 4.11. Advise Students of required participation in additional and reasonable educational assignments, consistent with national accreditation standards, including research and/or the development of written materials to be used by the Agency.
- 4.12. Ensure that the assignments of Students already placed with and employed by the Agency for field education constitute "new learning experience", separate from their prior regular and routine responsibilities as an employee.
- 4.13. In those cases where compensation is awarded, notify the School regarding who will receive the compensation, the amount of the compensation, and how the compensation will be disbursed.
- 4.14. Recommend to the School the withdrawal of Students if:

- 4.14.1. Their achievement or progress does not warrant continuation in the School's program.
 - 4.14.2. Their behavior fails to conform to the applicable rules and regulations of the Agency or of the School.
 - 4.14.3. They violate applicable rules of professional ethics.
 - 4.14.4. The student violates the law(s) of the Agency's geographic jurisdiction. The Agency will assist the School, at the School's expense, in implementing this recommendation, as needed.
 - 4.15. If Agency has AmeriCorps members serving at their agency, Agency agrees to notify BYU if agency finds AmeriCorp members violating the prohibited activities regulations listed primarily in Exhibit B of this agreement.
5. **STUDENT RESPONSIBILITIES.** The parties to this Agreement acknowledge and agree that it shall be the responsibility of Students to:
- 5.1. Comply with the Agency experience provider's policies and procedures.
 - 5.2. Report any serious problems related to the Agency, including safety and personnel problems, to the Field Education Director and the Agency Clinical Social Work Manager.
 - 5.3. Maintain a health insurance policy in effect during the full period of any internship within the Agency.
 - 5.4. Enter into a separate written agreement with BYU ("Field Internship Agreement"), substantially in the form of the agreement attached as Exhibit A.
6. **NOTICE OR CORRESPONDENCE.** Any notice, report or other correspondence required or permitted by this Agreement shall be deemed to have been properly given or delivered when made in writing and delivered personally, or when sent by United States mail with all necessary postage or charges fully prepaid, return receipt requested, addressed to the party to whom directed at its address specified below.
7. **GOVERNING LAW.** This Agreement, and all matters relating to it, including any matter or dispute arising out of this Agreement shall be interpreted, governed, and enforced according to the laws of the State of Utah.
8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES BELOW:

The Agency Experience Provider,
Complete Address:

Attention: _____

The Experience Provider

By: _____
Administrator or Responsible Officer

Date _____

Brigham Young University
Internship Office

By: _____
Adrienne Chamberlain
Internship Office
5435 HBLL
Brigham Young University
Provo, UT 84602

Date: _____

Brigham Young University
School of Social Work

By: _____
Gordon E. Limb, PhD

School of Social Work
2190 JFSB
Brigham Young University
Provo, UT 84602

Date _____

School of Social Work: 2190 JFSB, Provo, Utah 84602; 801-422-3282 (office); 801-422-0624 (fax); E-mail: socialwork@byu.edu

EXHIBIT A
STUDENT AGREEMENT
BRIGHAM YOUNG UNIVERSITY

The student hereby agrees to the following:

1. Be enrolled as an internship student.
2. Comply with all Experience Provider rules, policies and procedures.
3. Complete the internship during the dates specified unless modified by the Experience Provider and BYU. Students who feel they must leave or not start an internship for which they have registered must do the following: (1) Consult the BYU department/college internship coordinator or faculty member supervising the internship and explain their reasons for wanting to discontinue the internship. (2) If the department agrees with the student's decision, the internship provider must be given appropriate, timely notice about the discontinuance. (3) If the decision to discontinue comes after the drop deadline, the student must petition to quit the internship. (4) If the student has received money from a BYU college or department to help defray expenses associated with the internship, the student may be required to give back an amount commensurate with the time not spent in the internship. Students who leave internships early without notifying their BYU supervisor and the internship site supervisor may receive a low or failing grade for the internship and may be blocked from registering for future internships.
4. Work conscientiously under the direction of the supervisor assigned by the Experience Provider, submitting all reports and assignments as required.
5. Report serious problems, including physical, safety and personnel, to the Experience Provider supervisor and the BYU Internship Coordinator.
6. Complete all BYU academic assignments and course work as outlined by the applicable department.
7. Adhere to BYU's Honor Code and the Experience Provider's Standards of Personal Conduct and Dress and Grooming Standards.
8. Receive and read a copy of the Internship Master Agreement between BYU and the Experience Provider. I acknowledge that it is incorporated by reference into this Agreement and that I am bound by such terms and conditions therein which specifically apply to interns.
9. Consult with my personal physician in regard to necessary immunizations and any other medical matters relating to my participation in the internship program.
10. Authorize BYU's designated representative to grant permission for my necessary medical treatment for which I will be financially responsible if, during my participation in the program, I become incapacitated or otherwise unable to provide consent to medical treatment and advance consent cannot be obtained from my family.
11. Participation as an intern may involve risks not found in study at BYU. These include risks involved in traveling to and returning from place of internship; different standards of design, safety, and maintenance of buildings, public places, and conveyances; local medical and weather conditions. I represent that I have made my own investigation and am willing to accept these risks.

12. Be personally responsible for all housing, transportation, study, and other arrangements in connection with my internship and personally bear all associated costs. In addition, be personally responsible for any financial liability and obligation which I personally incur and for any injury, loss, damage, liability, cost or expense to the person or property of another which is caused or contributed to by me during my participation in the internship program. I understand that BYU does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer, or other provider of goods or services involved in the internship. I understand that BYU is not responsible for matters that are beyond its control, including, without limitation, strikes, war, loss, or theft of personal belongings, delays, weather, acts of God, governmental restrictions or acts, errors, or omissions of third party providers of goods or services.
13. Abide by all applicable laws. I understand I must personally attend to any legal problems I encounter or incur as an intern.
14. Acknowledge and agree that BYU is acting as an internship facilitator only and that BYU will be neither responsible for nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes arising out of or caused by the internship, including but not limited to such claims, disputes, losses, damages, injuries, adverse events and outcomes caused by Experience Provider's actions, inactions or negligence, even if BYU has been advised of the possibility of such.
15. Acknowledge and agree that as an Intern, I am placed with the Experience Provider in order to receive educational experience as part of my academic curriculum; my duties performed as an Intern are not performed as an employee of the Experience Provider but rather in fulfillment of the academic requirements of my educational experience and are to be performed under direct supervision by the Experience Provider's personnel. To the extent allowed under state and/or federal law, neither the Experience Provider nor BYU is required to provide worker's compensation coverage for my participating in this educational experience.
16. Acknowledge that all creative work performed as part of my internship shall be considered a "work made for hire," and that all copyright and other intellectual property rights in any such original creative work produced by me shall be owned entirely by the Experience Provider. Further, I agree not to utilize, incorporate, or otherwise make use of any pre-existing intellectual property and/or trade secrets of Brigham Young University in the creative work or internship performance without the express written permission of Brigham Young University.

Exhibit B

AmeriCorps Members

AmeriCorps Members serving at your agency: Agency agrees to notify BYU if agency finds AmeriCorp members violating the prohibited activities regulations.

Prohibited Activities. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- a) Attempting to influence legislation;
- b) Organizing or engaging in protests, petitions, boycotts, or strikes;
- c) Assisting, promoting, or deterring union organizing;
- d) Impairing existing contracts for services or collective bargaining agreements;
- e) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- g) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- h) Providing a direct benefit to—
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - v. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
- i) Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- j) Providing abortion services or referrals for receipt of such services; and
- k) Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.