# SOCIAL WORK FIELD EDUCATION AFFILIATION AGREEMENT

THIS AGREEMENT ("Agreement") is made effective and entered into as of May 17, 2018 ("Effective Date") between University of System of Maryland, a public corporation and an instrumentality of the State of Maryland acting through its academic unit the University of Maryland School of Social Work ("School"), and Baltimore City Community College an agency of the state of Maryland ("Agency").

School and Agency agree to cooperate in a program to provide field education experiences for students enrolled in the Masters of Social Work program ("Students") at the School. Field education is a required part of Students' graduate social work education. Students must complete field education experiences as a part of both the Foundation curriculum and the Advanced curriculum. Students referred to the Agency will be identified as either Foundation or Advanced.

The Agency expects to benefit by its association with the faculty and Students of the School. The School expects to benefit by being able to provide its Students with first-hand field education experiences.

#### I. MUTUAL RIGHTS AND RESPONSIBILITIES

- 1. Neither School nor Agency shall unlawfully discriminate against any person on the basis of said person's age, race, color, creed, sex, religion, national origin, sexual orientation, gender identity or expression or qualifying disability.
- 2. Except as otherwise specified herein, nothing in this Agreement shall be construed to create any relationship between the parties other than that of independent entities cooperating solely for the purpose of providing field education experiences to Students.
- 3. Students will not be compensated by the Agency during the field experience. The Agency will not provide Students with any employee benefit or insurance, e.g. liability, accident, disability, health, or life insurance.
- 4. Each student assigned to the Agency will be instructed by School to obey all rules, regulations, and procedures of the Agency.
- 5. The School and the Agency will mutually determine the number of Students assigned to the Agency.
- 6. Agency and School will cooperate in meeting due process standards applicable to academic evaluations or disciplinary actions which may adversely affect Students. In the event of administrative or legal proceedings involving a Student, each party will bear its own expenses.
- 7. When Student is present at Agency for a field experience and has access to School's protected health information, Student is subject to Agency's HIPAA policies and procedures. Students may use Agency's protected health information for educational purposes

only and only at Agency. Failure to comply with HIPAA may result in the immediate termination of the affiliation between Agency and School under this Agreement. Agency will provide a copy of its policies and procedures to Student at the beginning of the clinical experience.

8. School will advise Student that a criminal background check is a prerequisite to participating in a field experience at the Agency. The School will not conduct or receive or review the results of the criminal background check. Any costs associated with the criminal background check will be paid by the Agency or the Student.

## II. RIGHTS AND RESPONSIBILITIES OF THE AGENCY

The Agency will:

- 1. Provide a structured field education experience based on objectives mutually agreed upon between Agency and School as provided in the Field Education Manual, and as required by accrediting bodies of the School.
- 2. Interview Student prior to placement for field education at Agency. After the interview, the Agency makes the decision as to whether a Student, referred by the School to the Agency, will in fact be accepted for field education at the Agency.
- 3. Supervise the student throughout the field experience through identification of the Field Instructor, described below.
- 4. Identify an employee of the Agency who, subject to School approval, will serve as the Field Instructor(s) for Students participating in field experience at the Agency. The Field Instructor shall:
  - a. Possess the following qualifications: MSW degree, 3 years post-MSW experience, licensure at least at the graduate level in the state in which they practice
  - b. Participate in an orientation for new Field Instructors, conducted by School
  - c. Commit adequate time to develop and implement the student's field education experience, including developing an individual learning contract with student
  - d. Meet with Student a minimum of one hour per week in regular conference time
  - e. Complete written evaluations of Student performance upon completion of the field experience, in accordance with the evaluation criteria specified by the School.
- 5. Notify as soon as possible appropriate School personnel of problems arising with a Student.
- 6. Orient students to the Agency, the Agency's service delivery system and population served, and applicable rules and regulations.
- 7. Provide medical care to the Student in the event of an emergency. The cost of medical care will be borne by the Student. School will require all students to obtain health insurance coverage. Upon request, the Student shall provide Agency with evidence of such

coverage.

- 8. Maintain full and sole responsibility for the care of Agency's patients.
- 9. Pay or reimburse Student for transportation expenses incurred as a part of the field experience at Agency, including expenses from the agency to home visits and other agency-related expenses.
- 9. Use student information only to verify student status and for educational purposes as described in this Agreement and keep all student records, including student medical records confidential, in accordance with the provisions of the Family Education Rights and Privacy Act.
- 10. If any Student is exposed to body fluids, as defined in Health-General Article, Annotated Code of Maryland, Section 18-388.1, during a field experience at Agency, the Agency, with consent of Student, will immediately notify the School of a body fluid exposure. Agency will provide follow-up treatment as directed by the School or will transport the student to a location where follow-up treatment is available. Because expediency in administering anti-retroviral medications is crucial to success in preventing seroconversion to HIV, follow-up treatment for an exposed Student must be provided within one hour after exposure. With Student consent, the Agency will work with the School to provide follow-up information needed for the exposed Student's health care plan.
- 11. Provide or arrange for liability insurance for the Agency and its personnel in a minimum amount of One Million Dollars (\$1,000,000 per incident and Three Million Dollars (3,000,000) in the aggregate. The School will not provide insurance for the Agency or its personnel. Notwithstanding anything to the contrary contained herein, as an agency of the state of Maryland, Baltimore City Community College is self-insured. A certificate of insurance can be provided if requested. Faculty and staff are also covered for the instruction of students under the Maryland Tort Claims Act (MTCA). Coverage limits under the MTCA are set by regulation of the State Treasure. Baltimore City Community College's liability for any claims shall be limited to the State's waiver of sovereign immunity as provided in the Maryland Code Annotated, State Government Article, Section 12-101 et seq.

### III. RIGHTS AND RESPONSIBILITIES OF THE SCHOOL

The School will:

- 1. Assume full responsibility for the planning and execution of the didactic educational curriculum.
  - 2. Prepare students for the field education portion of their education.
- 3. Provide the Agency and Field Instructors with a copy of the Field Education Manual, which contains a description of the School's field instruction model, placement process, standards and policies.

- 4. Train Students in OSHA Universal Precautions and Maryland and federal law governing privacy of health information, including HIPAA.
- 5. Notify Students of School policy requiring proof of immunization for measles, mumps, and rubella (with the exception of students born before 1957, who are considered immune to measles); certification of varicella immunity; evidence of immunization against tetanus/diphtheria, and the results of tuberculosis screening performed within 12 months of the date of the student's enrollment.
- 6. Appoint an employee of the School to serve as Field Liaison to the Agency. The Field Liaison will act as the primary source of support and consultation between the School, the Agency and the Student.
  - 7. Be responsible for the determination of a Student's final grade.
  - 8. Arrange schedules for Student assignments in cooperation with the Agency.
- 9. Assure that Students have professional liability insurance coverage with a limit of one million dollars (\$1,000,000) per occurrence and a policy limit of three million dollars in the aggregate (\$3,000,000). Such policy is provided by the State Treasurer's Office for health professions students in Maryland public institutions. A certificate of insurance will be provided to the Agency upon request.

## IV. ADMINISTRATIVE MATTERS

- 1. This Agreement shall have a term of three (3) years commencing on the Effective Date and may be automatically renewed for an additional term of three (3) years. This Agreement may be terminated by either party without cause upon ninety (90) days written notice. Whenever feasible, termination shall not affect Students currently enrolled in a field experience at Agency.
- 2. All notices required under this Agreement shall be effective upon receipt when submitted in writing, signed and delivered (a) by hand, (b) by delivery service with signed receipt, or (c) by certified mail, return receipt requested, postage prepaid, addressed as follows:

#### Agency:

Baltimore City Community College 2901 Liberty Heights Avenue Baltimore, MD 21215

#### School:

University of Maryland Office of Field Education, 5<sup>th</sup> Floor 525 W. Redwood St. Baltimore, MD 21201

- 3. This Agreement shall be only for the benefit of the undersigned parties and their permitted successors and assigns, and no Student or other person shall be deemed to be a third party beneficiary of this Agreement.
  - 4. The individuals executing this Agreement represent and warrant that they are duly

authorized and empowered to do so.

- 5. No amendment, waiver or modification shall be made in this Agreement unless it is in writing and signed by the parties.
  - 6. This agreement is governed under the laws of the State of Maryland.

EXECUTED	and	agreed	to	by	the	parties.
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FOR: University of Maryland

School of Social Work

FOR: Baltimore City Community College

BY:

Samuel B. Little, PhD, LCSW-C

Associate Dean and Director of Field Education

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Name: Course & Ma

Title: President and CEO

Date: 7/2/18

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Approved for Form & Legal Sufficiency

Signature