

**Walden University  
Social Work Program  
Affiliation Agreement**

THIS AGREEMENT (the "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between WALDEN UNIVERSITY, LLC ("Walden") and \_\_\_\_\_ ("Field Placement Site").

RECITALS

WHEREAS, Walden offers a graduate program in Social Work, ("Program") and seeks to partner with field placement sites for educational field internships for the students enrolled in such graduate program (the "Students"); and

WHEREAS, field education shall include the Field Placement Site's student education program conducted at the Field Education Site ("Field Education Program")

WHEREAS, the Field Placement Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, Walden and the Field Placement Site mutually desire to contribute to the education and professional growth of Walden Students.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

**I. TERM AND TERMINATION**

This Agreement shall commence on \_\_\_\_\_ and shall continue for a period of one (1) year (the "Initial Term"). Upon expiration of the Initial Term of this Agreement, this Agreement and the Term shall renew for successive one (1)-year periods (each a "Renewal Term"). Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days' prior written notice to the other party. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

**II. WALDEN RESPONSIBILITIES**

A. Walden shall be responsible for the assignment of Students to the Field Placement Site. Walden agrees to refer to the Field Placement Site only those Students who have completed the required course of study as determined by Walden.

B. Walden shall provide a Faculty Field Liaison, who is also the course instructor and will act as liaisons between Walden and the Field Placement Site, as appropriate. Each will respectively be responsible for maintaining communication with the Field Placement Site, as appropriate, including but not limited to:

- (1) Confirming any contact information for Students to the Faculty Field Liaison, as defined below, prior to the Student assignment; and
- (2) Supplying the Field Placement Site with information regarding the Student's current level of academic preparation as may be required by the Field Placement Site.

C. Walden shall provide the Field Placement Site with information regarding the particular requirements relating to Field Education Programs including required hours and supervision requirements.

D. Walden maintains general and professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Walden shall provide the Field Site with proof of coverage upon request.

### III. FIELD PLACEMENT SITE RESPONSIBILITIES

A. The Field Placement Site shall assign a staff member to serve as the coordinator for the Field Education Program at the Field Education Site (the "Field Coordinator"). The Field Coordinator shall be responsible for:

- (1) Planning and coordinating the education arrangements between the Field Education Site, the Student and Walden;
- (2) Serving as a liaison between the Field Education Site and Walden; and
- (3) Developing and administering an orientation program for Students which will familiarize the Students with the Field Education Site and all applicable policies and procedures.

B. The Field Education Site shall assign a qualified staff member having the appropriate and required credentials to serve as the field instructor (the "Field Instructor") for each Student. The Field Education Site shall provide planned and regularly scheduled opportunities for educational supervision and consultation by the Field Instructor. The Program requires a minimum of one (1) hour of individual or triadic, face-to-face supervision per week. These supervisory hours must be performed by the Field Instructor and may not be delegated.

C. The Field Education Site shall provide learning experiences for the Students that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

D. Field Education Site shall provide Student with an orientation familiarizing student with all applicable State and Federal laws and regulations that pertain to practice at the Field Education Site, including those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

E. Field Education Site shall assure that the Student practices within the guidelines of The National Association of Social Worker's Code of Ethics. Field Education Site shall provide resources to Student for exploring and resolving any ethical conflicts that may arise during field training.

F. Field Education Site shall complete, with the Student, all written evaluations of the Student's performance according to the timeline established by Walden. Evaluations will be submitted to the Course Instructor (Faculty Field Liaison) in the required form.

G. The Field Education Site reserves the right to dismiss at any time any Student whose health condition, conduct or performance is a detriment to the Student's ability to successfully complete the Field Education Program at the Field Education Site or jeopardizes the health, safety or well-being of any patients, clients or employees of the Field Education Site. The Field Instructor and/or Field Education Site Program Coordinator shall promptly notify the Faculty Field Liaison of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Education Site will, however, have final responsibility and authority to dismiss any Student from the Field Education Program.

H. If available, the Field Education Site agrees to provide emergency health care services for the Students for illnesses or injury on the same basis as that which is provided to Field Education Site employees. With the exception of emergency care, the Students are responsible for providing for their own medical care needs.

I. The Field Education Site shall ensure adequate workspace for the student to perform planned professional roles and activities, including a suitable desk, phone, etc. Field Education Site shall permit the use of instructional resources such as the library, procedure manuals, and client records as required by the Field Education Program.

J. The Field Education Site maintains general and professional liability insurance (or comparable coverage under a program of self-insurance) with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The Field Education Site shall provide Walden with proof of coverage upon request.

#### IV. STUDENT RESPONSIBILITIES

A. The Students shall provide their own transportation to and from the Field Education Site as well as any meals or lodging required during the internship.

B. The Students shall agree to abide by the rules, regulations, policies and procedures of the Field Education Site as provided to Students by the Field Education Site during their orientation at the Site.

C. The Students shall agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

D. Student shall arrange for and provide to Field Education Site any required information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs.

E. Students shall be instructed that they are required to purchase and maintain a policy of health insurance, as well as a policy of professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Student shall provide the Field Education Site with proof of coverage upon request.

V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the parties acknowledge and agree that the Field Education Site has an educational interest in the educational records of the Students participating in the Program and to the extent that access to Student's records are required by the Field Education Site in order to carry out the Field Education Program.

B. HIPAA. The parties agree that:

(1) The Field Education Site is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulations and official guidance promulgated thereunder (collectively, "HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") (together referred to as the "HIPAA Privacy Regulations");

(2) to the extent that Students are participating in the Field Education Program:

a) Students shall be considered part of the Field Education Site's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Field Education Site.

b) Students shall receive training by the Field Education Site on, and subject to compliance with, all of Field Education Site's privacy policies adopted pursuant to the Regulations; and

c) Students shall not disclose any Protected Health Information, as that term is defined by 45 CFR §164.105, to which a Student has access through Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

(3) Walden will never access or request to access any Protected Health Information held or collected by or on behalf of the Field Education Site that has not first been de-identified as provided in 45 CFR §164.514(a); and

(4) No services are being provided to the Field Education Site by Walden 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.

C. The Field Education Site and Walden will promote a coordinated effort by evaluating the Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.

D. The Field Education Site and Walden agree that Students will have equal access to their respective programs and facilities without regard for race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, veteran status, sexual orientation or other legally protected status.

E. The terms and conditions of this Agreement may be amended by written instrument executed by both parties.

F. This Agreement is nonexclusive. The Field Education Site and Walden reserve the right to enter into similar agreements with other institutions.

G. This Agreement shall be governed by the laws of the State of Minnesota.

H. This Agreement shall supersede any and all prior agreements between the parties regarding the subject matter hereof.

I. Any notice required hereunder shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid).

J. Each party agrees to indemnify and hold harmless the other from all loss or liability resulting from the acts or omissions of the respective party and/or its employees or agents arising out of the performance or the terms and conditions of this Agreement.

K. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

**Walden University's Policy on Electronic Signatures:**

Walden University manages the application processes in a nearly paperless environment, which requires reliance on verifiable electronic signatures, as regulated by the Uniform Electronic Transactions Act. Legally, an "electronic signature" can be the person's typed name, their e-mail address, or any other identifying marker. An electronic signature is just as valid as a written signature as long as both parties have agreed to conduct the transaction electronically.

**Field Education Site  
Authorized Administrator Electronic Signature**

Printed Name: \_\_\_\_\_

Position held at the Field Site: \_\_\_\_\_

By checking the box below and providing my e-mail address as an authentication, I am providing an electronic signature certifying that the below statement is true.

I agree to adhere to the information provided in this Agreement.

Field Education Site Administrator e-mail address: \_\_\_\_\_

Field Education Site Administrator phone number: \_\_\_\_\_

Today's Date: \_\_\_\_\_

**Walden University Field Education Director  
Social Work Program Electronic Signature**

Printed Name: \_\_\_\_\_

By checking the box below and providing my e-mail address as an authentication, I am providing an electronic signature certifying that the below statement is true.

I agree to adhere to the information provided in this Agreement.

Field Education Director's e-mail address: \_\_\_\_\_

Today's Date: \_\_\_\_\_

**Agency:** City of Commerce

**Signature:** \_\_\_\_\_

**Name:** Oralia Rebollo

**Title:** Mayor

**Date:** November 7, 2017