

## **CLINICAL AFFILIATION AGREEMENT WITH SIMMONS UNIVERSITY**

Revised June 2015

This Agreement is entered into as of August 6, 2019 (the "Effective Date") by and between NAPA VALLEY UNIFIED SCHOOL DISTRICT (the "Facility") and Simmons University (the "University"), a not-for-profit educational corporation, to cooperate in the planning, implementation, administration, and evaluation of a program of clinical education and training in social work for graduate students of the University who are enrolled in SocialWork@Simmons ("Students"), the online School of Social Work MSW program.

WHEREAS, the University is engaged in the higher education and training of Students and utilizes community facilities to provide clinical experience for such Students; and

WHEREAS, the Facility has available facilities well-suited for providing training and experience for Students in social work; and

WHEREAS, the University and the Facility desire a cooperative relationship that will promote the clinical training and education of Students by allowing them to gain practical experience in the field of social work;

NOW, THEREFORE, the University and the Facility, in consideration of the mutual benefits to be attained by both, and the mutual promises herein, hereby agree to participate in a cooperative program of instruction ("Program") whereby the Facility and the University will jointly conduct and supervise clinical training for the Students in the treatment of Facility's clients as follows:

### **A. Mutual Obligations and Agreements**

1. The Facility and University will each designate a person as the "Field Instructor" and "Field Liaison," respectively, who shall be jointly responsible for overseeing administration of the Program and coordination of the clinical experiences of the Students, and will advise each other of any changes of personnel in the Coordinator position.
2. The Facility and University shall agree upon the number of Students to be assigned to the Facility each year, their schedules, the learning resources to be utilized, and the dates of clinical experiences.
3. The Facility and the University agree that the Students who participate in the Program shall have the status of trainees and shall not replace Facility staff or otherwise render patient care, except to the extent directed by Facility staff and under the supervision of such staff.
4. The Facility and the University will comply with all applicable laws regarding the privacy, confidentiality, and security of personal information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Massachusetts Data Security Regulations (201 CMR 17 et seq), and the Family Educational Rights and Privacy Act ("FERPA"). For the purposes of FERPA, authorized representatives of the Facility may be considered University officials with a legitimate educational interest in the disclosure of

personally identifiable information from the University's educational records for Students who participate in the Program.

5. The Facility and the University each has the right to suspend or terminate a Student from the Program for unsatisfactory performance, or other reasonable causes. Wherever possible, such suspension or termination shall be planned cooperatively by the Facility and the University, and the reasons for such action shall be discussed with the affected Student and the University's Director of the Online Field Program. The Facility and the University agree that the University shall be responsible for notifying the Student and effectuating the suspension or termination, whether such suspension or termination is initiated by the University or the Facility.
6. The Facility and the University will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, military service, veteran status, gender, gender identity or expression, sexual orientation, or any other class protected by law or regulation, in either the selection of Students applying for participation in the Program or as to any aspect of the provision of educational training to Students enrolled in the Program.

#### **B. Obligations of the University**

1. The University shall provide the Facility with current information about its curriculum and clinical education goals.
2. The University shall ensure that each Student participating in the Program meets academic and other qualifications as are consistent with the objectives and requirements of the Program, including the capability of meeting objectives for the first or second year clinical placement experience.
3. The University agrees to provide authorized representatives of the Facility limited personally identifiable information about Students from the University's educational records that is reasonably necessary for the Student's participation in the Program. No additional information from Student's educational record at the University will be provided to the Facility unless: (a) the Facility provides a written consent from the Student to the release of such additional information; or (b) the University reasonably concludes that the need for such information is related to the educational internship experience or the release of such information is in compliance with FERPA.
4. The University shall instruct the Students and any faculty of the University assigned to the Facility that they are obligated: (a) to abide by all applicable policies, rules and regulations of the Facility; (b) to comply with HIPAA privacy standards; and (c) to maintain as confidential all patient records and information to which they may have access while at the Facility.
5. The University shall instruct each Student who participates in the Program that the Student is responsible for obtaining health insurance coverage.
6. The University represents that each Student participating in the Program is covered by



professional liability insurance with limits of at least \$1,000,000 per claim and \$3,000,000 in the aggregate, and each faculty member while acting within the scope of his/her required duties is covered by general comprehensive liability insurance with limits of at least \$1,000,000 per claim and \$3,000,000 in the aggregate.

7. The University shall notify Students participating in the Program that they must obtain prior written approval from the University and from the Facility before publishing any material relative to the clinical experience.
8. The University shall indemnify and hold harmless the Facility, its officers, directors, agents, and employees from any and all liability, loss, damage, claims, causes of action, and expenses (including without limitation reasonable attorneys' fees), caused or asserted to have been caused, directly or indirectly, in connection with the performance of this Agreement and/or any act or omission of a Student or employee of the University, to the extent that such liability or damage is caused in whole or in part, by such party's negligence or intentional misconduct. The provisions of this section shall survive termination of this Agreement as to acts or omissions occurring prior to the effective date of termination.

#### **C. Obligations of the Facility**

1. The Facility shall provide a planned, supervised program of clinical education and training based on objectives compatible with those of the University. The Facility shall provide qualified personnel to supervise Students during their clinical experience at the Facility.
2. The Facility agrees to inform the University of any changes in staffing or in its service program that will affect the clinical experience of the Program. In the event that such changes affect the number of Students that it can accept during any one time period, the Facility will make every effort to inform the University of such changes at least six (6) weeks in advance of that time period.
3. The Facility shall provide information to the University regarding facilities, transportation, policies, and such other information as might be necessary for the Students participating in the Program. The Facility shall also ensure that the Students are informed of all applicable policies, rules and regulations of the Facility.
4. The Facility shall provide emergency health care or first aid care for any illness or injury to a Student while on the Facility's premises in the same manner as that extended to Facility's employees for injury or illness while fulfilling activities of the Facility, provided, however, that the Student shall be responsible for his or her medical expenses, whether incurred at the Facility or elsewhere.
5. In consideration for the Facility's receipt of personally identifiable information from the University's educational records, the Facility expressly warrants and represents that it will not use the information provided by the University with respect to any Student for any purpose other than to comply with the terms of its Agreement with University. The Facility agrees that it will not further disclose personally identifiable information about any Student that it receives from University pursuant to this Agreement, unless the Student consents in writing to such disclosure.

6. The Facility shall cooperate with the University with respect to the accreditation of the University's curriculum or program. The Facility shall, upon reasonable request made by the University at any time during or after the Program, permit inspection of its facilities, evaluations of the Students, or other data or items which pertain in any way to the Program or the University's students, by the University and appropriate agencies charged with responsibility for accreditation of the University's School of Social Work, curriculum or program. The Facility agrees not to dispose of or destroy any records relating to the Program or to any Students' participation in the Program for a period of at least three years after the termination of this Agreement.
7. The Facility shall allow the University to list the name of the Facility as an affiliated institution in catalogs, brochures and correspondence, subject to prior approval by the Facility of such use.
8. The Facility shall indemnify and hold harmless the University, its officers, directors, agents, and employees from any and all liability, loss, damage, claims, causes of action, and expenses (including without limitation reasonable attorneys' fees), caused or asserted to have been caused, directly or indirectly, in connection with the performance of this Agreement and/or any act or omission of the Facility or employee of the Facility, to the extent that such liability or damage is caused, in whole or in part, by such party's negligence or intentional misconduct. The provisions of this section shall survive termination of this Agreement as to acts or omissions occurring prior to the effective date of termination.

#### **D. Term and Termination**

This Agreement shall commence on the Effective Date and continue for a term of one year. This Agreement shall automatically renew for one year upon each anniversary of the Effective Date unless earlier terminated. This Agreement may be terminated at any time, with or without cause, by either party upon sixty (60) days' written notice; *provided, however*, that such notice shall not impair the activities of the Students then at the Facility and participating in the Program. In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement immediately upon written notice.

#### **E. Notice**

Notice under this Agreement shall be in writing and will be hand-delivered or sent by registered or certified mail, postage prepaid, or email addressed as follows:

If to the University to:

Simmons University  
School of Social Work  
Silvana Castaneda, MSW, LICSW  
Director of Field Education and Associate Professor of Practice  
300 The Fenway  
Boston, MA 02115



Simmons University  
Office of the General Counsel  
300 The Fenway, E – 200  
Boston, MA 02115

If to the Facility to:

NAPA VALLEY UNIFIED SCHOOL DISTRICT

2425 JEFFERSON ST

NAPA, CA 94558-4931

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

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Simmons University and the Facility have caused the Agreement to be executed by their duly authorized officers.

**SIMMONS UNIVERSITY**

**NAPA VALLEY UNIFIED SCHOOL DISTRICT**

SIGNATURE \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_