

## CLINICAL EDUCATION AGREEMENT

This Agreement between **Trustees of Boston University on behalf of the School of Social Work**, hereafter, referred to as the “School” and \_\_\_\_\_ hereafter referred to as the “Facility”, made this day \_\_\_\_\_ will be effective until \_\_\_\_\_

Agreement shall be automatically renewed for successive periods of one year as of the effective termination date, unless either party terminates this Agreement in the manner provided herein.

It is agreed by the aforesaid parties that a program of supervised field education (the “Program”) shall be conducted for \_\_\_\_\_ students of the School of Social Work under the following terms and conditions.

### **Responsibilities of the School:**

1. The School shall be responsible for selecting only those students who have successfully completed all the prerequisite courses and/or previous education experiences as specifically requested by the Facility.
2. The School shall inform the Facility of the level of training the student has received prior to this placement under the terms of this Agreement. The School shall provide the Facility with current information about its curriculum and clinical education.
3. The School represents that each student assigned to the Program while participating in a required student curriculum activity is covered by Student Professional Liability insurance with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate. Each faculty member while acting within the scope of his/her required duties is covered by Teachers Professional Liability Insurance with limits of at least \$3,000,000 in the aggregate.

The School shall, upon request, furnish to the facility a certificate evidencing such insurance.

4. The School will designate a faculty member, hereafter known as the Faculty Advisor, to work with the designated contact person at the Facility in coordinating the academic aspects of the student’s education with the field education experience.
5. In the event that it becomes necessary to cancel a reserved space or change a student assignment, the School will make every effort to notify the Facility as far in advance of the scheduled beginning of the field education experience as possible. If a medical or personal emergency or a student not completing prerequisites necessitates a last-minute cancellation of a space, the School will promptly notify the Facility.
6. The School will notify the student that he or she is responsible for:

- a. respecting the confidentiality of patients and clients of the Facility and their records in accordance with the Facility's policies and procedures.
  - b. adherence to the policies and procedures of the Facility.
  - c. arrangements for his/her own transportation.
  - d. providing to the Facility evidence of physical examination and other medical tests, if required.
  - e. providing to the Facility evidence of health insurance.
  - f. obtaining prior written approval from the Facility and the School before publishing any material relating to the clinical experience.
7. The School shall provide written confirmation to the Facility indicating the student has completed and passed a criminal background check.

**Responsibilities of the Facility:**

1. The Facility shall provide a planned, supervised program of field education based on objectives compatible with the School. Qualified personnel will be provided by the Facility to supervise the student directly during the field experience. The Facility shall designate and submit in writing to the School the name and profession, and academic credentials of the person to be responsible for the field education program, hereafter referred to as the Contact Person.
2. The Facility shall retain full responsibility for patient and client care and welfare.
3. The Facility shall submit to the School a description of its current plan for the field experience, including objectives, learning activities, responsibilities of the student, nature of supervision provided, and such other information as may be necessary to outline the content of field experience. The Facility shall also provide information to the School regarding facilities, transportation, physical examination, testing and immunization requirements, other special requirements or restrictions, and such other information as may be useful for the students to know in advance.
4. The Facility agrees to provide an orientation to the student(s) assigned to the Facility, including instruction on the policies and procedures of the Facility. Without limiting the generality of the foregoing, the Facility agrees to instruct the students regarding health and safety precautions, the preparation and the use of records and reports, and confidentiality.
5. The number of students who can be accepted for the Program for any given period of time shall be determined by the Facility and will be dependent upon its philosophy, available space, patient or client population, and qualified staff. The field education experience period will be that amount of time agreed upon by the School and the Facility.
6. The Facility agrees to inform the School of any changes in staffing or in its service program that will affect the field education experience. In the event that such changes will affect the number of students accepted in any one time period, the Facility will make every effort to inform the School of such changes at least one month in advance of that time period.

7. The Facility agrees to inform both the School and the student concerning the student's level of professional growth and competence and to complete at least two evaluation reports on forms to be provided by the School. The evaluation process shall include a conference between the student and the supervisor at the times the report is completed. The evaluation report(s) shall be sent to the School on the date(s) requested. The Facility further agrees to maintain such other records as may be requested by the School to evaluate each student's performance in the Program.

8. The Facility may temporarily suspend, and/or may request the School to withdraw any student from the Program whose conduct, work or health status may have a detrimental effect on the Facility's professional staff or its patients or clients. The Facility shall notify the School of such temporary suspension as soon as possible. Wherever possible, such suspension or withdrawal shall be planned cooperatively by the Facility and the School, and any grievance against any student shall be discussed with the student and the School's faculty advisor.

The School may withdraw any student from the Program whose progress, achievement or adjustment does not appear to justify his/her continuing the Program. Wherever possible, such withdrawal shall be planned cooperatively by the School and the Facility.

9. The Facility agrees, upon reasonable request made by the School at any time during or after the Program, to permit inspection of its facilities, student records, or other records or items which pertain in any way to the Program or to the School's students, by the School and accrediting agencies. The facility agrees not to dispose of or destroy such records for a period of at least three years after the termination of this Agreement.

10. The Facility agrees to maintain and keep in effect a Comprehensive General Liability insurance policy which shall include Professional Liability covering the Facility and all employees involved in the Program.

11. The Facility agrees to comply with all applicable federal, state, and local laws, regulations, rules, orders, and decrees insofar as they affect the Program.

#### **Additional Responsibilities of the School and the Facility:**

1. The School agrees to indemnify and holds harmless the Facility and its directors, trustees, officers and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of intentional misconduct by or negligent acts or omissions of the School's students, faculty members, employees or agents in connection with their duties under the Program. The Facility agrees to indemnify and hold harmless the School and its trustees, officers, employees and students from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage, to the extent arising out of the conditions existing

at the Facility or arising out of intentional misconduct by or negligent acts or omissions of the Facility's employees or agents in connection with their duties under the Program. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above.

2. The students while engaged in the Program shall be under the supervision and control of the facility and shall be governed by the Facility's policies relating to health care delivery and the student's role in it.

3. It is mutually agreed that at no time shall the matter of race, color, religion, sex, national origin, age, veteran status and/or disability be employed for the purpose of discrimination.

4. The parties may modify this Agreement by written amendment signed by duly authorized representatives of each.

5. It is understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agency, partnership, joint venture or associate between the Facility and the School, or to create an employment relationship between the Facility and the students in the Program. The School and the Facility shall be treated for all purposes as independent contractors. Students are not to be considered employees or agents of either the School or the Agency for any purpose, including workers' compensation or employee benefit programs.

6. In the event that the School discloses to the Facility information from the educational record of any student at the School, the Facility agrees to comply with the Family Educational Rights and Privacy Act with respect to such information. The Facility also agrees that its personnel will use such information only in the furtherance of the educational experience provided to each student, and that such information will not be disclosed to any other party without such student's prior written consent.

7. This Agreement may be terminated by either party's giving one hundred twenty (120) days' notice in writing to the other party by certified or registered mail at the addresses hereafter set forth. Such termination shall not take effect, however, until the students already accepted for placement in the Program have completed their scheduled clinical training period.

THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE DATE WRITTEN ABOVE  
WHEN EXECUTED BY BOTH PARTIES.

**Trustees of Boston University**

**Name of Facility**

By: \_\_\_\_\_

Jorge Delva, MSW, PhD

Dean, BU School of Social Work

Director and Paul Farmer Professor, Center for Innovation in Social Work and Health

Date:

By: \_\_\_\_\_

Date:

By: \_\_\_\_\_

Department Chairman

Date:

By: \_\_\_\_\_

Director, Clinical Service

Date: