

SAINT LOUIS UNIVERSITY

School of Social Work

3550 Lindell Blvd.
St. Louis, MO 63103
314-977-2724
314-977-2731 (Fax)

THIS AFFILIATION AGREEMENT (hereinafter "Agreement") is made and entered into this _____ day of _____, 20__ (the "Effective Date") Saint Louis University School of Social Work (hereinafter Saint Louis University), a Missouri nonprofit corporation ("School"), and _____ (hereinafter "AGENCY").

WHEREAS, Saint Louis University desires to enter into an affiliation agreement with agencies that are willing to provide professional, educational field experiences for School of Social Work students provided the experience arrangements are made through Saint Louis University; and

WHEREAS, Saint Louis University and (AGENCY) mutually desire to provide an enriching educational and professional experience to the interested student through field experience opportunities, and

WHEREAS, Students of Saint Louis University School of Social Work are covered by this agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by Saint Louis University and AGENCY, the parties hereby agree as follows:

1. DEFINITIONS

- a. The individual(s) to serve as the Field Instructor(s) at (AGENCY) will hereinafter be known as the "AGENCY Field instructor(s)".
- b. The individual(s) to serve as the liaison(s) for Saint Louis University will hereinafter be known as the "Saint Louis University Liaison(s)".
- c. The practicum educational experience(s) coordinated by (AGENCY) and or Saint Louis University will hereinafter be known as the "Field Experience(s)".
- d. The student(s) participating in the Field Experience shall be hereinafter known as the "Student(s)".

2. REPRESENTATIONS and WARRANTIES

- a. Each party represents and warrants that it has the full power and authority to enter into this Agreement, and to perform the obligations hereunder.

3. Saint Louis University, School of Social Work shall:

- a. Appoint the AGENCY Field Instructor(s) for the period of the Field Experience to hold the honorary title of Adjunct Assistant Professor for Field Instruction in the School of Social Work of Saint Louis University. This is an honorary appointment only and the Field Instructor(s) will not receive any compensation from Saint Louis University, nor be an instructor, employee or, agent of Saint Louis University;
- b. Assign to Field Experiences only those of Saint Louis University's Students who are in good academic standing and who have fulfilled the prerequisites for that practicum experience;
- c. Appoint as Saint Louis University Liaison a School of Social Work faculty member who will be responsible for coordinating activities between the AGENCY and Saint Louis University and to serve as liaison between the School of Social Work and the AGENCY, its administrators and Field Instructors;
- d. Allow the AGENCY Field Instructor(s) to apply to the School of Social Work for a tuition credit, subject to availability, to take a course offered in any academic unit of Saint Louis University with the exception of courses offered by the School of Law and the School of Medicine;
- e. provide use of the library;
- f. Hold Student(s) responsible for reimbursing the AGENCY for any loss, damage or breakage of equipment caused by the Student(s) misuse of AGENCY's equipment;

- g. Inform Student(s) that they are subject to, and expected to comply with the rules, regulations and policies of the Field Experience site, as is reasonable for the purposes of this Agreement;
- h. Saint Louis University shall, at its own expense, obtain and maintain commercial professional liability coverage acceptable to *AGENCY* to be effective at all times during the term of this Agreement and until the expiration of the applicable statute of limitations period for the activities undertaken by the School and the field experience participants hereunder. A certificate of insurance may be provided to *AGENCY* upon the execution hereof, upon renewal of coverage, and at any other time upon request. Such insurance coverage shall be deemed accepted if:
 - i. it is underwritten by an insurance company duly licensed and authorized to do business in the State of Missouri, or the underwriting insurance company maintains reinsurance through an insurer rated A- or better by A.M. Best Company, which is authorized to do business in the State of Missouri (special consideration will be given with risk retention or risk purchasing groups);
 - ii. it is occurrence-based coverage or, if claims made, an extended reporting endorsement (tail coverage) is purchased applicable to all claims arising during the term of this Agreement or any renewal thereof through the expiration of any applicable statute of limitations;
 - iii. it has separate limits of One Million Dollars (\$1,000,000) per claim or occurrence, Three Million Dollars (\$3,000,000) per year in the aggregate;

4. *AGENCY* shall:

- a. Acquaint Saint Louis University's Liaisons with the *AGENCY*'s overall objectives of the Field Experience for Saint Louis University's Students and provide all appropriate educational objectives and documents for the Field Experience to Saint Louis University;
- b. Appoint an *AGENCY* Field Instructor approved by the School of Social Work who agrees to abide by the field experience policies of the School of Social Work. *AGENCY* Field Instructor must have a MSW degree and at least two years post-masters practice experience;
- c. Require the Field Instructor(s) to be responsible for coordinating activities between the *AGENCY* and Saint Louis University and serve as liaison between the *AGENCY* and the School, its administrators and field instructors; will supervise the Student(s), provide adequate time for instruction and conferences with the Student(s), and prepare an evaluation statement of the Student(s) performance at the end of each semester for the School of Social Work;
- d. Allow Student(s) where feasible to participate in direct service to individuals and groups. The Field Experience shall also include, as available, the opportunity to participate in community and management dimensions, research and conferences and programs of interest related to the discipline. It is understood by both parties, however, that the *AGENCY* and its employees and contractors must retain the sole responsibility of client care;
- e. Inform Student(s) of any known or potential health and safety risks associated with participation in the field experience at the *AGENCY* facility and other locations, such as client homes, where Student(s) will be engaged in field experience activity;
- f. Provide Student(s) with a statement of the *AGENCY*'s rules, regulations and policies informing Students that they are subject to and expected to comply with the rules, regulations and policies of the field experience site, as is reasonable for the purposes of this Agreement;
- g. The *AGENCY* shall, at its own expense, obtain and maintain commercial professional liability coverage acceptable to Saint Louis University to be effective at all times during the term of this Agreement and until the expiration of the applicable statute of limitations period for the activities undertaken by the *AGENCY* hereunder. A certificate of insurance may be provided to Saint Louis University upon the execution hereof, upon renewal of coverage, and at any other time upon request. Such insurance coverage shall be deemed accepted if:
 - i. it is underwritten by an insurance company duly licensed and authorized to do business in the State of Missouri, or the underwriting insurance company maintains reinsurance through an insurer rated A- or better by A.M. Best Company, which is authorized to do

- business in the State of Missouri (special consideration will be given with risk retention or risk purchasing groups);
- ii. it is occurrence-based coverage or, if claims made, an extended reporting endorsement (tail coverage) is purchased applicable to all claims arising during the term of this Agreement or any renewal thereof through the expiration of any applicable statute of limitations;
 - iii. it has separate limits of One Million Dollars (\$1,000,000) per claim or occurrence, Three Million Dollars (\$3,000,000) per year in the aggregate;

5. Saint Louis University and *AGENCY* mutually agree that:

- a. Saint Louis University School of Social Work or the *AGENCY* shall not earn or receive any compensation from the other party in return for the performance of duties and obligations described herein;
- b. Any honorary appointments to Saint Louis University faculty or staff shall be without entitlement of the individual to compensation or benefits for the appointed party;
- c. Saint Louis University School of Social Work Student(s), or the *AGENCY* shall not earn or receive any compensation from the other parties in return for the performance of duties and obligations described herein;
- d. Student(s) shall be treated as trainees who have no expectation of receiving compensation or future employment unless, prior to the beginning of the Field Experience the Student(s) is employed by the *AGENCY* for the performance of duties and obligations other than those contained in this Agreement and or part of the Field Experience, and the *AGENCY* Field Instructor supervising the Student(s) does not supervise the performance of the Student(s) employment related duties and obligations;
- e. To instruct Student(s) on the necessity of respecting the confidential nature of all information gained in the course of client service and the records of the *AGENCY*;
- f. The *AGENCY* may immediately remove from the facility any Student(s) who poses an immediate threat or danger to *AGENCY* personnel, its clients or, the quality of services. *AGENCY* may request School to withdraw or dismiss Student(s) or other program participants from the practicum when in the *AGENCY*'s discretion the Student(s) or other participant's performance is unsatisfactory or behavior is disruptive or detrimental to the *AGENCY* and its clients. Only the School of Social Work has ultimate control and discretion over Student grades;
- g. Necessary medical expenses for Student(s) incurred during the Field Experience or as a result of Field Experience related injury or accident will be at the Student(s) expense;
- h. Each party shall defend, indemnify, and hold the other party harmless from any and all claims, actions liabilities, and expenses (including costs of judgments, settlements, court costs, and reasonable attorneys fees) regardless of the outcome of such claim or action caused by, resulting from, or based upon the negligent or intentional acts or omissions, or any failure to perform any obligation undertaken or any covenant by, the indemnifying party in this Agreement. Upon notice from the indemnified party, the indemnifying party will defend again, at its expense, any such claim or action, provided that the indemnifying party's selection of counsel shall be subject to the indemnified party's approval, and indemnified party shall have the right to participate in the defense and to approve any settlement.
- i. Saint Louis University and *AGENCY* Field Instructor(s) shall be governed by this Agreement and not by the provisions of Saint Louis University's faculty and staff manuals applicable to full or part time faculty and staff of Saint Louis University;
- j. This Agreement shall be governed by and construed under the laws of the State of Missouri, United States of America, and the federal laws of the United States of America. The parties hereby irrevocably consent to the jurisdiction of any Missouri State or United States Court located in St. Louis, Missouri, for purposes of enforcement of this Agreement. This provision shall survive if this Agreement is adjudged void or should be cancelled, annulled or terminated;

- k. If any Provision in this Agreement shall be judged illegal, all other provisions shall continue in force and effect and remain binding on the parties;
- l. This Agreement shall continue in effect unless either party provides __ day's written notice to the other of its intent to terminate at the end of the period;
- m. The terms of this Agreement may be modified only upon the mutual written consent of the parties;
- n. Neither party shall discriminate against any Student(s) because of race, color, religion, disability, gender, sexual orientation or national origin in selecting students for the practicum program or in any aspect of practicum training; provided however, that with disability, the disability must not be such as would, with reasonable accommodation, in and of itself preclude be the Student(s) effective participation in the program;
- o. Failure by either Party to enforce one or more of the provisions contained herein shall not be deemed or construed to constitute a waiver of default or waiver of any other violation or breach of the terms contained herein;
- p. Saint Louis University and AGENCY shall comply with all laws, ordinances, rules, orders and regulations of national, federal, state, municipal and local governments and of any and all of their departments, divisions, bureaus, agencies and subdivisions applicable thereto;
- q. If either party is unable to perform its obligations under this Agreement because of any act, cause or occurrence that would render a party unable to perform its obligations and, which act is not within the reasonable control of such party, it is agreed that performance of such obligations by such party shall be, so far as they are affected by such act, excused from the inception of any such inability. In no event shall either party be liable to the other for incidental, consequential or other damages from any act, cause or occurrence that would render a party unable to perform its obligations and, which act is not within the reasonable control of such party;
- r. This Agreement may not be assigned by AGENCY without the express written consent of Saint Louis University;
- s. This Agreement supersedes any and all other agreements, either written or oral, and contains the entire agreement of the Parties.

SAINT LOUIS UNIVERSITY

Signature: Beth S. Barrett

Name: Beth S. Barrett, LCSW

Title: Director of Field Education

Email: barrettb@slu.edu

Date:

AGENCY

Signature: _____*

Name: _____*

Title: _____*

Email: _____*

Date: