



**OFFICE OF FIELD EDUCATION
AFFILIATION AGREEMENT**

This Agreement is entered into by the Regents of the University of Michigan, a Michigan Constitutional corporation, on behalf of its School of Social Work, located in Ann Arbor, Michigan, (hereinafter referred to as the "University") and _____, located in _____ (hereinafter referred to as the "Facility").

RECITALS

WHEREAS, the University is engaged in the academic instruction of social work students and, to fulfill its curriculum requirements, desires to provide such students with field-based learning experiences; and,

WHEREAS, the Facility has the ability, is willing, and has been officially approved by the University to provide field placement experiences for students enrolled in the University's Master of Social Work program,

NOW THEREFORE, in consideration of the mutual agreement set for the herein, the Facility and the University agree as follows:

1. RESPONSIBILITIES OF THE UNIVERSITY

The University will:

- A. Assign students to the Facility based on the University's assessment of the students' learning goals, educational interests, and relevant experience, as well as the Facility's suitability to meet the educational needs of students.
- B. Provide the Facility field instructor with access to the University's School of Social Work Student Guide [Field Education Manual](https://ssw.umich.edu/msw-student-guide/volume/3/field-curriculum) (<https://ssw.umich.edu/msw-student-guide/volume/3/field-curriculum>) in effect at the time of student placement that states the objectives, policies, and procedures pertaining to field education. The University shall provide the Facility with all required [forms](https://ssw.umich.edu/offices/field-education/field-instructor-resources) (<https://ssw.umich.edu/offices/field-education/field-instructor-resources>) and additional information (<https://ssw.umich.edu/offices/field-education>), such as the academic calendar, the University deems necessary to the field placement experience.
- C. Inform the student that each student will be required by the Facility to comply with the policies, procedures, rules, and regulations of the Facility during the field placement including, but not limited to, any regarding security clearance, health status and/or vaccinations, dress code, and confidentiality. University will further inform the students that it will be the responsibility of each student to fulfill the Facility's participation eligibility requirements and provide the Facility with any information the Facility may require as conditions of participation.
- D. Assume sole responsibility for its academic curriculum and developing the learning objectives of the field placement learning experiences of its students to be conducted by and at the Facility.
- E. Provide overall coordination of training for Facility field instructors to assist them in designing appropriate field placement learning experiences for students and understanding the University's curriculum requirements and learning objectives.
- F. Provide a University faculty member to be responsible for assisting the students and the Facility field instructor in developing field placement learning experiences that meet the University's curriculum requirements and learning objectives, as well as the needs and the objectives of the Facility and the students. The University will have sole responsibility for grading the student's overall performance in the field placement learning experience. The University will supply student evaluation [forms](https://ssw.umich.edu/offices/field-education/field-instructor-resources) (<https://ssw.umich.edu/offices/field-education/field-instructor-resources>) to the Facility by which the University will solicit the Facility's input.

2. RESPONSIBILITIES OF THE FACILITY

The Facility will:

- A. Have full responsibility, control, and authority for all aspects of Facility operations and client care/services, including supervision of the students while they are at the Facility under this Agreement.
- B. Understand and agree that the University's students shall not be deemed to be employees of the Facility or the University for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, Social Security, or any other purpose due to their participation in the field placement learning experience at the Facility pursuant to this Agreement. The Facility further understands and agrees that the students will be in a learning situation and that the primary purpose of their placement with the Facility pursuant to this Agreement is for learning. The Facility will maintain the quality of client care/services without relying on the students' field placement learning experience activities for staffing purposes. Students shall not at any time replace or substitute for any Facility employee or contractor during the performance of the students' field placement learning experience activities, nor shall students perform any of the duties normally performed by a Facility employee or contractor, except such duties as are part of their field placement learning experience and performed by the students under the supervision of the Facility.
- C. Have the responsibility to set its own eligibility standards for student participation in a field placement learning experience at the Facility and to evaluate the student information provided to the Facility by the students (pursuant to Section 1.C., above). The final decision concerning a student's participation in a field placement learning experience at the Facility rests with the Facility. If the Facility determines that a student does not meet its eligibility standards to participate in a field placement learning experience at the Facility, the Facility shall notify the student and the University of such determination in writing, including the basis for the Facility's determination. The University shall ensure that a student so identified by the Facility does not participate in a field placement learning experience at the Facility.
- D. Agree to the timely sharing of any information relating to possible concerns, disciplinary or otherwise, that the Facility may have, or of which the Facility is aware, relating to a student placed at the Facility pursuant to this Agreement. The Facility also agrees to provide timely responses to any other reasonable requests for information that the University may make regarding a student placed at the Facility pursuant to this Agreement.
- E. Assume the responsibility for providing orientation to students to the Facility's applicable rules, regulations, policies, procedures, and protocols, as well as all applicable state, federal, and local laws regarding the confidentiality of client/patient information and records (including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and mandated reporting laws).
- F. Be responsible for the Facility's health and safety plans, protections and procedures, as required by law or other regulatory provisions, including OSHA, and shall inform and apply them to students where appropriate.
- G. Provide a Facility employee to act as the primary field instructor, subject to approval by the University, who possesses the qualifications, professional competence, knowledge, and skills necessary to assume the educational role required for quality field instruction pursuant to Council on Social Work Education ("CSWE") [Educational Policy and Accreditation Standards](http://www.cswe.org/File.aspx?id=41861) (<http://www.cswe.org/File.aspx?id=41861>), mandates and the [University's requirements](http://archive.ssw.umich.edu/programs/msw/ofi/guide/page.html?section=7&chapter=3) (<http://archive.ssw.umich.edu/programs/msw/ofi/guide/page.html?section=7&chapter=3>). The primary field instructor should possess a Master of Social Work degree from a CSWE-accredited School of Social Work, have two (2) years post-masters professional experience, and hold a State of Michigan Licensed Master Social Work (LMSW) credential. If the primary field instructor does not meet these qualifications, the addition of a secondary field instructor who does meet these qualifications must be secured. The primary field instructor must make available appropriate field placement learning experiences for students and will have responsibility for the supervision of students. In unusual circumstances where the primary field instructor is not an employee of the Facility, the Facility and the University will collaborate to provide a secondary field instructor who meets the qualifications as outlined above whose role will be to perform administrative/task oriented supervision in relation to the student's field placement learning experience in cooperation with the primary field instructor. The Facility understands and agrees that the University may from time to time assign faculty to the Facility to observe

and/or review a student's field placement learning experience at the Facility, but assignment of such University faculty does not in any way supersede or limit the Facility's ultimate client care/service authority or responsibility set forth in Section 2.A of this Agreement. For the avoidance of doubt: 1) the Facility shall, at all times, have full, sole authority and responsibility for the care of and/or services provided to its clients and shall have full, sole supervisory authority and responsibility over the students in their field placement learning experience activities at the Facility pursuant to this Agreement; and 2) the University's faculty assigned to the Facility as discussed in this section shall have no authority or responsibility (a) for the care of and/or services provided to the Facility's clients, or (b) for supervision of the students in their performance of field placement learning experience activities at the Facility pursuant to this Agreement.

- H. Provide students with the physical facilities, supplies, and equipment that the parties mutually agree to as being necessary for the appropriate field placement learning experience.
- I. Agree to complete all forms requested by the University including the student evaluations, information required for University accreditation requirements, and other reports as necessary to evaluate and monitor the field placement learning experience.
- J. Provide emergency treatment, to the extent of the Facility's capabilities, in the event of accident or illness to students during their participation in the field placement learning experience. Such treatment will be provided at the student's expense.
- K. Provide reimbursement to the students to cover expenses incurred by the students in the performance of the students' field placement learning experience activities. Students are not expected to use their own personal resources (including, but not limited to, personal vehicles, cell telephones, etc.) to conduct Facility business; if these elements are deemed by the Facility to be essential to the student's field placement learning experience, and are normally provided by the Facility to its employees, the Facility is expected to provide the students with means to accomplish this, which could include student reimbursement. The parties also understand student transportation of clients is not a requirement of field placement and the University discourages the use of student personal vehicles for Facility-related business. If transportation of clients is deemed by the Facility to be essential, the Facility is responsible for addressing any liability issues, including with respect to automotive insurance coverage, requirements when transporting minor clients, and the like. The University is not responsible for any of the Facility's determinations in this regard. In addition, Facility will reimburse students for personal vehicle use related to the performance of Facility-related business (e.g. transporting clients, home visits, community outreach, etc.); this excludes the student's daily commute to and from Facility. The Facility is also encouraged to provide a stipend to each student for the student's field placement learning experience activities, but is under no obligation to do so.

3. INDEMNIFICATION

- A. The University shall defend, indemnify, and hold harmless the Facility, its board members, officers, employees, and agents from and against any costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney fees, which may arise out of the University's acts or omissions under this Agreement for which the University would be liable in law or equity.
- B. The Facility shall defend, indemnify, and hold harmless the University, its board members, officers, employees, agents, and students (for the students' field experience-specific activities only) from and against any costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney fees, which may arise out of the Facility's acts or omissions under this Agreement for which the Facility would be liable in law or equity.
- C. The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying party's payment of money, it shall have final authority regarding defense and settlement. When a claim resolution requires equitable relief against the non-indemnifying party or the indemnifying party has not or will not pay the money required for resolution, the parties shall cooperate regarding defense and settlement. Indemnification shall survive any termination of this Agreement.

4. INSURANCE

- A. The University is self-insured and shall maintain in full force and effect for the term of this Agreement, and any renewals thereof, the following occurrence-based insurance covering the University and its students: 1) commercial general liability insurance with minimum limits of coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the general aggregate; and, 2) professional liability insurance with minimum limits of coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, however, the University's insurance coverage for the students only extends to the students' field placement-specific activities. The University will furnish the Facility with current certificates of insurance, upon request.
- B. The Facility shall maintain in full force and effect for the term of this Agreement, and any renewals thereof, the following occurrence-based insurance or self-insurance covering the Facility and its employees, board members, agents, and volunteers: 1) commercial general liability insurance with minimum limits of coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the general aggregate; and, 2) professional liability insurance with minimum limits of coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. The Facility will furnish the University with current certificates of insurance, upon request.
- C. Compliance with the foregoing requirements as to carrying insurance and furnishing evidence of such will not relieve either party of its liabilities and obligations under this Agreement.

5. GENERAL TERMS

- A. The parties acknowledge that many student records and other personally identifiable information regarding the University's students ("Education Records") are protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. § 99.1 et seq. The Facility shall not release information contained in these Education Records, but shall instead refer all requests for information respecting such Education Records to the University.
- B. Notwithstanding anything else herein, nothing in this Agreement shall prevent either party from producing documents or disclosing information that is required by law (such as the Michigan Freedom of Information Act [FOIA]) or a valid production document (such as a warrant or subpoena).
- C. Each party shall accept, assign, supervise, and evaluate qualified students regardless of race, color, sex, religion, national origin, age, familial status, marital status, disability, veteran status, height, or weight, in accordance with applicable federal and state law. In addition, the University does not discriminate on the basis of sexual orientation (including gender identity and gender expression) in accordance with the policies of the University of Michigan.
- D. The University and the Facility will comply with the [National Association of Social Workers Code of Ethics](https://www.socialworkers.org/About/Ethics/Code-of-Ethics) (<https://www.socialworkers.org/About/Ethics/Code-of-Ethics>) and shall advise their respective personnel and students who have roles in connection with, or are assigned to the Facility under, this Agreement that they will be required to be knowledgeable of and comply with such Code of Ethics.
- E. The University and the Facility shall follow the University's [established procedures](https://ssw.umich.edu/msw-student-guide/volume/3/field-curriculum) (<https://ssw.umich.edu/msw-student-guide/volume/3/field-curriculum>) regarding the removal of any student from the field placement experience. Withdrawal can be requested by the Facility or the University for reasons related to performance, violations of the National Association of Social Work Code of Ethics, conduct deemed unsuitable according to University or Facility standards, or when in the University's judgment, the field placement learning experience does not meet the University's program expectations or the needs of the student(s).
- F. This Agreement will be governed by the laws of the State of Michigan.
- G. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention express or otherwise, to create any rights or interest for any party or person other than the Facility and the University, without limiting the generality of the foregoing, no rights are intended to be created for any client/, student, parent, guardian of any student, employer or prospective employer.

- H. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the parties.
- I. This Agreement constitutes the entire agreement between the parties regarding the subject matter, and all prior discussions, agreements, and understandings regarding the subject matter, whether oral or in writing, are hereby merged into this Agreement.
- J. No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless the same is in writing signed by both parties.
- K. Notwithstanding any other provision contained in this Agreement to the contrary, neither party waives any of the rights, defenses, privileges, and/or immunities afforded to that party by federal or state law. The parties acknowledge that the University of Michigan is a corporation created under the Michigan Constitution and, as such, retains all rights, immunities, and defenses provided under the Michigan and U.S. Constitutions and applicable federal and state law with regard to any claim, demand, or action arising from this Agreement.
- L. Each party agrees it will not use the other party's name, marks, or logos in any advertising, promotional material, press release, publication, public announcement, or through other media, whether written, oral, or otherwise, without the prior written consent of the other party. Prior written consent will not be required for use of the other Party's name in the context of factual or descriptive statements regarding the subject matter of this Agreement.
- M. Neither University nor the Facility shall be liable for failure to perform its respective obligations under the Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, pandemic, epidemic, weather and energy related closings, or like causes beyond the reasonable control of the party ("Force Majeure Event"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall: (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as applicable, abiding by the disaster plan in place for the University. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice.
- N. This Agreement may be assigned by the Facility to any successor in interest of the Facility without obtaining the University's prior written consent; provided, however, that the assignee agrees to be bound by the terms and conditions of this Agreement and the Facility provides at least two (2) weeks' prior written notice to the University of any such intended assignment. This Agreement may not be assigned by the University without the prior written consent of the Facility.
- O. Any and all notices required to be given under this Agreement shall be directed and sent to:

Facility: Attn: _____
Address: _____

Telephone: _____
Email: _____
Fax: _____

University: Attn: Daniel J. Fischer, LMSW
Assistant Dean of Field Education
Address: The University of Michigan School of Social Work
1080 S. University Ave., Box 152
Ann Arbor, MI 48109-1106
Telephone: (734) 764-5331
Email: ssw-fieldoffice@umich.edu
Fax: (734) 763-4885

- P. Each party represents and warrants that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party.

6. TERM; TERMINATION

This Agreement shall become effective as of the date of last signature by the parties and shall continue thereafter for five (5) years, unless terminated by either party upon thirty (30) days' written notice of termination to the other party; provided, however, that if this Agreement expires or is terminated by either party, the parties will cooperate to allow students then participating in a field placement learning experience at the Facility opportunity to complete their field placement learning experience.

IN WITNESS WHEREOF, the parties have signed this document on the day and year written.

FACILITY NAME: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

THE REGENTS OF THE UNIVERSITY OF MICHIGAN

Date: _____

Valeria Bertacco

Arthur F. Thurnau Professor and Vice Provost for Engaged Learning

Acknowledged by:

THE UNIVERSITY OF MICHIGAN SCHOOL OF SOCIAL WORK

Date: _____

Lorraine Gutiérrez

Arthur F. Thurnau Professor and Associate Dean for Educational Programs