

AFFILIATION AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into on this _____ day of _____, 20XX, by and between Greenville University, located at 315 E. College Ave., Greenville, IL 62246 and, _____ (“Field Site”).

RECITALS

WHEREAS, Greenville University offers undergraduate and graduate programs in the field of Social Work (the “Programs”) and seeks to partner with field sites for the educational field experience for the students enrolled in any one of the following Programs (the “Students”).

WHEREAS, field experience shall include the Field Site’s student education program conducted at the Field Site (“Field Experience Program”)

WHEREAS, the field site is willing to make available its educational and professional resources to such Students; and

WHEREAS, Greenville University and the Field Site mutually desire to contribute to the education and professional growth of the Greenville University Student.

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. TERMS 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. GREENVILLE UNIVERSITY RESPONSIBILITIES

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

B. Greenville University shall provide a Field Education Coordinator (the “Field Education Coordinator”) who will act as a liaison between Greenville University and the Field Site. The Field Education Coordinator will be responsible to maintaining communication with the Field Site including, but not limited to:

(1) Confirming any contact information for Student to the Field Site Program Coordinator, as defined below, prior to the Student assignment; and

(2) Supplying the Field Site with information regarding the Student's current level of academic preparation as may be required by the Field Site.

C. Greenville University shall provide a Greenville University Instructor who will serve as the academic course instructor and clinical field experience instructor for the educational experience. The Instructor will have responsibilities including, but not limited to:

(1) Communication with the Preceptor relating to the Student's clinical educational experience at the field site;

(2) Evaluating student academic and clinic work relating to the clinical educational experience at the field site.

D. Greenville University shall provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including hours and supervision requirements.

E. Greenville University maintains 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 and general liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate with umbrella liability coverage in amounts no less than One Million Dollars (\$1,000,000). Such insurance policies shall provide additional coverage to Greenville University students. Greenville University shall provide the Field Site with proof of coverage upon request.

III. FIELD SITE RESPONSIBILITIES

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

(1) Planning and coordinating the educational arrangements between the Field Site, the Student and Greenville University;

(2) Serving as a liaison between the Field Site and Greenville University; and

(3) Developing and administering an orientation program for Student which will familiarize the Student with the Field Site and all applicable policies and procedures.

B. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the clinical preceptor (the “Preceptor”) for each Student. The Field Site shall provide planned and regularly scheduled opportunities for educational supervision and consultation by the Preceptor. The Program requires supervision specifically by the Preceptor and may not be delegated. Preceptors are responsible for providing, as applicable to the Program, role modeling, direct patient supervision, professional interactions, and sharing expertise and experience. Preceptors are expected to voice concerns when student behaviors are in question or patient safety is of issue. The Preceptor shall work with the Instructor to review and evaluate the Students in the field experience program.

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

D. Field 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 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 Site shall assure that the Student practices within the guidelines of any applicable professional ethics codes. Field Site shall provide recourses to Student for exploring and resolving any ethical conflicts that may arise during field training.

F. The Preceptor shall complete, with the Instructor and Student, all written evaluations of the Student’s performance according to the timeline established by Greenville University. Evaluations will be submitted to the Field Education Coordinator.

G. The Field 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 Experience Program at the Field Site or jeopardizes the health, safety or well-being of any patients, clients or employees of the Field Site. The Field Site Program Coordinator or assigned Preceptor shall promptly notify the Field Education Coordinator 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 Site will, however, have final responsibility and authority to dismiss any Student from the Field Experience Program.

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

I. The Field Site shall ensure adequate workspace for the Student and shall permit the use of instructional resources such as the library, procedure manuals, and client records as required by the Field Experience Program.

J. The Field Site maintains general and professional liability insurance (or comparable coverage under a program of self-insurance) for itself and its employees 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 Site shall provide Greenville University with proof of coverage upon request.

To the extent that the Field Site is an entity governed by and/or operated through any state or federal agency or is provided liability coverage through statutory or tort law, then forgoing paragraph shall not apply and the Field Site shall provide a separate statement of coverage and attach it as an Exhibit A to this Agreement.

IV. STUDENT RESPONSIBILITIES

A. The Student shall provide their own transportation to and from the Field as well as any meals or lodging required during the clinical experience.

B. The Student shall agree to abide by the rules, regulations, policies and procedures of the Field Site as provided to Student by Field Site during their orientation at the Field Site and shall abide by the requirements of the applicable nurse practice act.

C. The Student 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 governs the use and/or disclosure of individually identifiable health information.

D. Student shall arrange for and provide to Field 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.

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 Site has an educational interest in the educational records of the Student participating in the Program and to the extent that access to Student's records are required by the Field Site in order to carry out the Field Experience Program.

B. HIPAA. The parties agree that:

(1) The Field 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 Student are participating in the Field Experience Program:

(a) Students shall be considered part of the Field 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 Site.

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

(c) Student 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 §164.541(a);

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

(4) No service are being provided to the Field Site by Greenville University pursuant to this Agreement and there this Agreement does not create a “business associate” relationship as that term defined in 45 CFR §160.103.

C. The Field Site and Greenville University 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. These parties agree that the Student participates in the Field Experience Program are at all times acting as independent contractors and that Students are not and will not be considered employees of the Field Site or any of its subsidiaries of affiliates by virtue of a Student’s participation in the Field Experience Program and shall not as a result of Student’s participation in the Field Experience Program, be entitled to compensation, remuneration or benefits of any kind.

E. The Field Site and Greenville University agrees that Student 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.

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

G. This Agreement is nonexclusive. The Field Site and Greenville University reserve the right to enter into similar agreements with other institutions.

H. This Agreement shall be governed by the laws of the State of Illinois.

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:

Greenville University
315 E. College Ave.
Greenville, IL 62246

Signature

Name:

Title:

Date: _____

Signature

Name:

Title:

Date: _____