

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AGREEMENT

This Agreement made and entered into this the ____ day of _____, 202____,
by and between the University of South Carolina, an educational institution and
an agency of the State of South Carolina, hereinafter referred to as the University; and
_____ hereinafter referred to as the Agency;

WITNESSETH:

THAT WHEREAS the University through its College of Social Work provides students enrolled in said College with professional training leading to the degree of Master of Social Work or to the degree of Bachelor of Social Work;

AND WHEREAS part of this professional training leading to said degree incorporates field training in an agency or other facility which provides an approved setting for said training;

AND WHEREAS the Agency has been approved as an appropriate setting for said field training;

AND WHEREAS the University through its College of Social Work is desirous of having its students receive the training available from the Agency;

AND WHEREAS the Agency is desirous of having the opportunity to provide field training and have students provide their time and support to the Agency;

NOW THEREFORE in contemplation of the relationship between the parties to this Agreement and in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

1. **Laws Applicable:** This Agreement is entered into in the County of Richland, State of South Carolina, and is governed and construed in accordance with the laws of South Carolina.
2. **Compliance with appropriate laws:** During the performance of obligations created by any purchase order, contract, or agreement between them, the parties will comply with all applicable federal, state and local executive orders, laws and regulations.
3. **Duties of the College of Social Work:** The College of Social Work agrees to:
 - 3.1: Include the perceptions and recommendations of the Agency in all matters concerning its field work program.
 - 3.2: Take responsibility for decisions regarding appointment of agency-nominated staff members to the College's field instruction faculty.
 - 3.3: Undertake the ultimate responsibility for the administration of the field work program, including decisions which affect the progress of the student, such as grades, credits, and field work hours in the Agency.
 - 3.4: Assume responsibility for the selection of students to be placed at the Agency.
 - 3.5: Provide the Agency, when a student has been recommended for placement with the Agency, with a written statement identifying the students so recommended;

and seek the advice of the Agency in any decisions regarding the final selection and placement of the student with the Agency.

- 3.6: Consult as required with the executive, field instructor(s), and other appropriate members of the staff of the Agency in the general development and direction of in the field work program.
- 3.7: Designate a member of the faculty of the College of Social Work to serve as Field Instruction Liaison to the Agency in all matters pertaining to field instruction; and in the performance of these duties said Representative will:
 - A. Serve as principal liaison between the College and the agency;
 - B. Make periodic visits to the Agency to review student progress and consult with the Field Instructor(s) about learning patterns, problems or other matters pertinent to the operation of the program;
 - C. Be available upon request and within a reasonable period of time for consultation with the Field Instructor(s);
 - D. Share with the Field Instructor(s) knowledge of the educational program of the College and pertinent information about the clinical progress of the student in other areas of the curriculum or program.
- 3.8: Provide opportunities for the continuing professional development of the Field Instructor(s) and other appropriate members of the Agency staff through meetings, institutes, and seminars and other professional development forums.
- 3.9: Coordinate the purchase of a group liability insurance policy by all students in field placement which meets the requirements of the agency and has minimum limits of \$1 million/\$3 million.
4. **Duties of the Agency:** The Agency agrees to:
 - 4.1: Accept students for placement in the Agency, the exact number to be negotiated annually by and between a designated member of the Agency staff and the Director of Field Instruction.
 - 4.2: Comply insofar as possible with the overall principle that any agency selected for field instruction should provide an educationally-sound field placement for both first and second year students.
 - 4.3: Incorporate the student, in a manner deemed appropriate by the College of Social Work for the learning needs of the student, into the overall operation of the Agency and the various programs and activities of the Agency.
 - 4.4: Assist in implementing the objective of the College of Social Work that field instruction should provide the student with an opportunity to reinforce learning experience received from the several areas of the curriculum of the College.
 - 4.5: Provide qualified field instruction for the student(s) by the nomination of, and, subject to evaluation and approval of the College of Social Work, the designation of those persons who will serve as Field Instructors.

- 4.6: Assure that each Field Instructor has adequate time within his/her work schedule to:
 - A. Meet the educational needs of the student which shall include: proper orientation to the Agency and the services provided; development of learning opportunities which are devised to include in-depth experiences and regularly-scheduled individual conferences with each student;
 - B. Meet with the Field Instruction Representative at periodic intervals to discuss learning opportunities and student performance;
 - C. Attend appropriate meetings, institutes, and seminars sponsored by the College of Social Work; and,
 - D. Prepare reports or evaluations which may be required by the College.
- 4.7: Provide opportunities for planned student contact with and exposure to Agency staff members, in addition to Field instructor(s), through who appropriate learning opportunities and experiences, consistent with the operation of the program, can be obtained.
- 4.8: Provide and permit use of Agency facilities by assigned students of the College of Social Work during the period of placement, to include:
 - A. Sufficient work space for students including a desk for each student placed with the Agency in an area sufficiently private for the purpose of carrying on independent work and activity;
 - B. Office space on a regular or reservation basis, in which privacy for interviews and conferences can be assured;
 - C. Convenient access to a telephone;
 - D. Office supplies necessary in order to perform responsibilities;
 - E. Clerical service for those records and reports which the student is expected to produce for the Agency;
 - F. Access to client and Agency records and information which is necessary and appropriate to accomplish the student's planned learning experience;
 - G. When appropriate, adequate automobile parking during periods when the student is on duty.
- 4.9: Provide access for the Field Instruction Representative of the College of Social Work to Agency records pertaining to cases carried by student.
- 4.10: Ensure that the Field Instruction Representative is advised of any changes or developments in Agency policy or service in order that these changes or developments may be included in the curriculum of the College of Social Work, if desired.
- 4.11: Provide and cooperate with the College of Social Work for the use of Agency materials in classroom discussions and assignments, with the understanding that the College requires that the student must obtain the permission of the Field Instructor for the use of any Agency materials used outside the Agency; that Agency records must never be removed from the Agency; and, that all case material used in and for papers or other reports, etc. must be adequately disguised to protect the anonymity of the subject thereof.

5. **Modification of this Agreement:** The University and the Agency hereby agree to the full and complete performance of the mutual covenants contained herein and agree that this Agreement constitutes the sole, full and complete Agreement by and between the parties; and no amendments, changes, additions, deletions or modifications to or of this Agreement shall be valid unless reduced to writing, signed by the parties and attached hereto.
6. **Termination of this Agreement:**
- 6.1: This Agreement shall be effective for ten years unless terminated by either party under the provisions of paragraph 6.2.
- 6.2: This Agreement may be terminated at any time by mutual agreement or upon written notice of either party given at least 30 days prior to the effective date of such cancellation for any reason.

IN TESTIMONY WHEREOF the hands and seals of the parties are affixed hereto:

College of Social Work

By: _____
(Legal Signature)

Name: _____
(Please print)

Title: Dean, College of Social Work

Date: _____

Organization

By: _____
(Legal Signature)

Name: _____
(Please print)

Title: _____

Date: _____

University of South Carolina

By: _____
(Legal Signature)

Name: _____
(Please print)

Title: Secretary, Board of Trustees

Date: _____

APPENDIX A

IF STUDENTS WILL HAVE PATIENT CONTACT ADD THIS LANGUAGE

Joint Commission Human Resources Provision. **UNIVERSITY** represents that each person performing the services under this Agreement (1) has been educated and trained consistent with applicable regulatory requirements and **AGENCY** policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as provided herein; (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by **AGENCY**; and (4) has been oriented to **AGENCY** policies and procedures. **UNIVERSITY** also represents that it evaluates each student's performance, has verified each employee's health status as required by his or her duties in providing the services under the Agreement and as required by all applicable laws and regulations (collectively, "Law"), it has performed criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law it has evaluated and reviewed each employee's references, when applicable. **UNIVERSITY** shall provide **AGENCY** with evidence of compliance with this paragraph upon request.

Sanctioned Provider. **UNIVERSITY** represents and warrants to **AGENCY** that neither **UNIVERSITY** nor any Student performing the services under the Agreement is a "Sanctioned Provider" meaning that neither **UNIVERSITY** nor any Student (i) is currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, including but not limited to Medicare, Medicaid or TRICARE, as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); (ii) is convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is under investigation or otherwise aware of any circumstances which may result in a Student being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term and **UNIVERSITY** shall immediately notify **AGENCY** of any change in the status of the representation and warranty set forth in this Section. Any breach in this representation shall be cause for **AGENCY** to terminate this Agreement immediately.