

## CLINICAL AFFILIATION AGREEMENT

This Agreement is made and entered into this 14<sup>th</sup> day of September 2020, by and between The Smith College School for Social Work (the "School") and Berkeley Unified School District (the "Agency").

WHEREAS, the School and the Agency wish to cooperate in the planning, implementation and evaluation of a Program of clinical education and training in social work (the "Program") for Trainees who are enrolled in the College;

NOW, THEREFORE, in consideration of the mutual promises, terms, provisions and conditions contained in this Agreement and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

1. Clinical Training and Education. The School and the Agency, functioning collaboratively, shall conduct the Program in accordance with the terms and conditions hereinafter set forth.
2. Appointment of Coordinators. The School and the Agency shall each designate a coordinator, the "School Coordinator" and the "Agency Coordinator" respectively, to oversee the administration of the Program on behalf of the School and the Agency.
3. Trainees.
  - (a) The School and the Agency shall jointly determine the number of students the School assigns to the Agency as ("Trainees".)
  - (b) The School shall select the Trainees to be assigned to the Agency. Selection shall be based on academic qualifications and other relevant factors, including the Trainee's ability to meet the objectives and requirements of the Program. The Agency may conduct a confirming interview of the Trainees as part of the selection process and the School will attempt to accommodate in the selection process any special needs of the Agency, if it may lawfully do so and if those needs are brought to the attention of the School prior to the beginning of the selection process. If the Agency has a serious concern about the suitability of a Trainee assigned to it, the Agency will bring this concern to the attention of the School Coordinator, who will work with the Agency and the School to resolve the concern.
  - (c) Students shall participate in the Program as Trainees and shall not replace Agency staff or otherwise render patient care, except to the extent directed by and under the supervision of Agency staff.
  - (d) It is expressly understood and agreed that the Trainees are not employees of the Agency and that they are not entitled to coverage under the Agency's workers' compensation insurance for accidents, illness or injuries arising out of

their participation in the Program.

(e) The Agency may terminate the Trainee from the Agency if at any time during the field placement the Trainee violates the Agency's policies, procedures or any applicable law or regulation. The Agency shall inform the School immediately upon notice of termination. Only the School may terminate the Trainee from the Program. The School may also transfer the Trainee out the Agency.

4. Agency Rules and Regulations and Policies. The Agency shall inform the Trainees of all applicable policies, rules and regulations of the Agency. The School shall instruct the Trainees to abide by such policies, rules and regulations. The School shall also instruct the Trainees to maintain as confidential all patient records and other patient information to which they may have access, or themselves produce, such as process recording, while participating in the Program.
5. Responsibilities of the Agency.
  - (a) The Agency shall assign a primary social work supervisor to each Trainee and provide a minimum of two hours of individual weekly supervision of each Trainee by his/her primary supervisor. A Vitae shall be sent to the School immediately following the selection of a new supervisor. Learning opportunities in addition to the primary supervision are also encouraged. The primary supervisor shall be responsible for coordinating all aspects of the Trainee's learning. Except under extraordinary circumstances, the supervisor shall be present in the Agency when the student begins field placement and agrees to assist in helping the student settle into the Agency before electing to be absent from the agency for vacation. The primary supervisor shall prepare and send to the School written evaluations of the Trainee's work in accordance with the School's Guidelines.
  - (b) The Agency shall assign a sufficient caseload for each Trainee and shall prepare a beginning caseload for the student when the student begins the placement. The caseload shall generally build to between twelve and fifteen clinical hours per Trainee per week.
  - (c) The Agency shall assure appropriate variety in types of cases and modalities employed and shall provide each Trainee an opportunity to carry a minimum of two individual cases over several months and preferably over the duration of the field placement. ("The Field Placement Period".)
  - (d) The Agency shall provide Trainees opportunity to process their clinical hours in written form and to discuss the process. Audio or visual taping may, if available, be included in the process.

(e) The Agency shall make available appropriate facilities in which Trainees may interview clients and designated space in which Trainees can consistently leave belongings and do work.

(f) The Agency shall permit the School's Field Faculty Advisor and other School representatives, at mutually satisfactory times, to visit the facilities and inquire about services available for the clinical experiences, Trainee's records and other such items pertaining to the clinical training provided by the Program.

(g) The Agency shall require that Agency staff members participating as supervisors in the Program be covered by professional liability insurance in appropriate amounts.

(h) The Agency shall provide emergency first aid care at the Agency facility in the event of an illness or injury to a Trainee while on the Agency premises, to the extent such care is available to Agency staff, provided that the Trainee (or his/her parent or guardian) shall be responsible for his/her own medical expenses, whether incurred at the Agency or elsewhere.

(i) The Agency shall require the following

- Certificate of Clearance. In accordance with California Education Code Section 44320, each candidate must complete Live Scan service and obtain fingerprint clearance prior to beginning their assignment. Live Scan will be administered through the District. University will advise candidates of their obligation to submit to fingerprinting and to obtain clearance in advance of beginning their assignment.
- Tuberculosis Clearance. In accordance with California Education Code Section 49406, each candidate prior to assignment to the District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that they are free of active tuberculosis, prior to beginning their assignment in the District. University shall advise candidates of their obligation to provide at their own expense evidence of tuberculosis clearance by a medical professional to the District prior to their assignment start date.

6. Responsibilities of the School

(a) The School shall make available during the summer, to every primary supervisor new to the Smith program, a course on student supervision. All supervisors will also be eligible to apply for the tuition-free slots made available to supervisors in every course in the summer continuing education program. These designated slots will be filled on a first come basis.

(b) The School shall require Trainees to participate in the Program at the Agency thirty (30) hours per week.

(c) The School shall determine the length and calendar period of the clinical experience. ("The Field Placement Period".) Generally, the Field Placement Period shall extend from September through April.

(d) The School shall assign a Faculty Field Advisor who will visit the Agency a minimum of two times during the Field Placement Period. The Field Faculty Advisor shall act as a liaison between the Trainee and the School and the Agency.

(e) The School shall carry for each Trainee professional liability insurance in the amount of at least \$1,000,000 during the Field Placement Period. Written evidence of insurance will be made available to the Agency upon request.

(f) The School shall require that each Trainee be covered by a health insurance policy or plan.

7. Mutual Responsibilities.

(a) The parties recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties by enhancing the educational aims of the School and the service aims of the agency. Each of the parties does, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement. Each party agrees to interpret the provisions of this Agreement, insofar as it may legally do so, in such a manner as will promote the best interests of both and render the highest service to the public.

8. The School's Use of the Agency's Name. The Agency shall permit the School to list the name of the Agency in catalogs and brochures and in correspondence as an affiliated institution.

9. Term of the Agreement and Termination. The initial term of this agreement shall be for one Field Placement Period. This Agreement may be extended for successive terms of one Field Placement Period each by the written agreement of the parties.

Either party may terminate this Agreement according to its needs but will do so in a manner compatible with the planning needs of the other party, and with no less than 30 days notice. Termination will be effective upon the written notice of 30 days. Either party may also terminate this Agreement if the other party does not meet its responsibilities under the contract. In the case of a remedial failure, the party will be given 7 days written notice to remedy such failure.

10. Indemnification.

(a) The School shall indemnify and hold the Agency, its officers, employees and directors or trustees, harmless against any judgments and settlements, and reasonable related costs or expenses incurred by the Agency in connection with

any judicial or administrative proceeding, to the extent such judgments, settlements, costs and expenses arise out of the negligent act or omission of the School, its faculty, or employees while participating in the activities of the clinical affiliation described in this agreement.

(b) The Agency shall indemnify and hold the School, its officers, employees and directors or trustees, harmless against any judgments and settlements, and reasonable related costs or expenses incurred by the School in connection with any judicial or administrative proceeding, to the extent such judgments, settlements, costs and expenses arise out of the negligent act or omission of the Agency, its employees or volunteers, including but not limited to the negligent supervision of any Trainee, while participating in the activities of the clinical affiliation described in this agreement.

(c) The Agency shall give prompt notice to the School in writing of any claim which might result in a request for indemnification under this Section 10. The School shall have the right to assume, at its expense, the defense of such a claim. In the event that the School elects to assume such defense, the Agency may nonetheless engage, at its own expense, an attorney to consult in such defense. The School shall have full authority and discretion to settle or compromise any claim covered by this Section 10, provided, however, that the School shall consult with the Agency before entering into any such settlement or compromise.

(d) The School shall have no liability for any judgment arising out of any claim of which it did not receive prompt notice from the Agency and an opportunity to defend. The School shall have no liability for any settlement made without its consent.

11. Miscellaneous.

(a) Entire Agreement. This Agreement sets forth the entire agreement between the School and the Agency, and supersedes any prior communications, agreements and understandings, written or oral, with respect to the subject matter covered herein.

(b) This Agreement can be amended or extended only by a writing signed by an authorized representative of each party.

(c) All notices hereunder shall be sufficiently given if sent prepaid, registered mail, return receipt requested, to the following addresses:

Smith College School for Social Work  
Lilly Hall  
Northampton, MA 01063

Berkeley Unified School District  
2020 Bonar St. #112  
Berkeley, CA 94702

or to such other address as a party may specify by notice actually received by the other.

(d) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

(e) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, but neither this Agreement nor any rights hereunder shall be assignable by the parties.

IN WITNESS WHEREOF, the College and the Facility have caused the Agreement to be executed under seal by their duly authorized officers.

Authorized Facility Representative

Authorized College Representative

Marianne Yoshioka, Ph. D.

Dean & Elizabeth Marting Treuhaft Professor

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9/14/2020

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Signature

Date

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Signature

Date

Authorized Program Representative

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(Title)

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Signature

Date