# CLINICAL TRAINING AGREEMENT

This CLINICAL EDUCATION AGREEMENT (hereinafter referred to as "Agreement") is entered into this _____ day of _____ 2001 by and between the University of Utah, a body corporate and politic organized under the laws of the State of Utah, on behalf of the University of Utah Graduate School of Social Work (hereinafter referred to as "University of Utah Institution") and the Agency Name (hereinafter referred to as "Facility").

W I T N E S S E T H:

WHEREAS, the University of Utah Institution has a Masters of Social Work Program;

WHEREAS, the University of Utah Institution requires a facility for its Masters of Social Work Program where students can obtain the clinical learning experience required in the curriculum; and

WHEREAS, the Facility has the clinical setting and equipment for the instruction of the University of Utah Institution's student and is willing to provide this Facility for the University of Utah Institution's course of instruction (hereinafter referred to as "Clinical Education Program" or "Program") to educate students in the area of Social Work education.

NOW, THEREFORE, in consideration of the promises and mutual consideration herein set forth, the parties agree as follows:

1.0 PROGRAM PARAMETERS TO BE AGREED BY THE PARTIES

1.1 The University of Utah Institution and the Facility shall agree to the following matters:

(a) The period of time which the Clinical Education Program shall cover, and the beginning and ending dates of each successive Program.

(b) The courses and/or educational experiences required of the students prior to enrolling in the Clinical Education Program.

(c) The number of students eligible to participate each time the Clinical Education Program is held.

(d) The curriculum and assignments to be undertaken by the students participating in the Clinical Education Program. A continuous exchange of information between the University of Utah Institution and the Facility shall be maintained by on-site visits by Institution faculty and staff when practical and by letter or telephone.

(e) The method of evaluation of students participating in the Clinical Education Program and the persons who shall conduct such evaluation.

2.0 OBLIGATIONS OF THE UNIVERSITY OF UTAH INSTITUTION

2.1 The University of Utah Institution shall be responsible for selecting only those students for the Clinical Education Program who have successfully completed all the prerequisite courses and/or previous educational experiences, as mutually agreed upon by the University of Utah Institution and the Facility.

2.2 The University of Utah Institution shall send the name and upon request, evidence of immunization and evidence of coverage under health insurance for each student enrolled in the Clinical Education Program at least four weeks prior to the beginning date of each Clinical Education Program.

2.3 The University of Utah Institution shall secure and maintain policies of comprehensive

general liability insurance and, as appropriate, professional liability insurance or properly reserved self-insurance for students participating in the Clinical Education Program and the University of Utah Institution's employees who, as part of their employment with the University of Utah Institution, supervise the Program's students at the Facility and/or provide services to the Facility's clients. The University of Utah Institution shall provide evidence of this insurance coverage if requested by Facility.

2.4 The University of Utah Institution shall provide the Facility with an annual announcement or description of the program/degree, the curriculum and the academic calendar of the University of Utah Institution.

2.5 If the University of Utah Institution and the Facility agree that the Facility shall participate in evaluating the students participating in the Clinical Education Program, the University of Utah Institution shall provide evaluation forms to the Facility.

2.6 The University of Utah Institution shall designate a faculty member to coordinate and act as the liaison between the University of Utah Institution and the Facility for the Clinical Education Program.

2.7 Prior to the beginning date of each Clinical Education Program, the University of Utah Institution shall provide the students participating in the Program the following information:

(a) Beginning and ending dates of the Clinical Education Program.
(b) Required curriculum materials, if applicable, and a description of the Program's curriculum and required assignments for successfully completing the Clinical Education Program.
(c) A description of the method of evaluation for the Program, the persons who shall be conducting the evaluation; the type of grading (e.g., pass/fail) and the consequences of failing the Program.
(d) An explanation that the student shall not be deemed an employee of the Facility for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, income tax withholding, or Social Security.
(e) The student's obligations with respect to providing appropriate uniforms, arranging transportation to and from the Facility and obtaining living arrangements, if needed.
(f) An explanation of the rules of professional conduct to which the student must adhere as a student participating in the Clinical Education Program.
(g) The student's obligation to comply with the University of Utah Institution's rules and regulations while training at the Facility.

2.8 The University of Utah Institution shall withdraw any student from the Clinical Education Program if: 1) the achievement or progress of the student does not warrant continuation in the Program; 2) the behavior of the student fails to conform to the applicable rules and regulations of the University of Utah Institution or the Facility; or 3) the student violates applicable rules of professional ethics.

3.0 OBLIGATIONS OF THE FACILITY

3.1 The Facility shall provide a suitable clinical learning environment and supervision consistent with the Clinical Education Program's curriculum.

3.2 The Facility shall designate and submit in writing to the University of Utah Institution the names and professional and academic credentials of persons responsible for supervising the students participating in the Clinical Education Program. The Facility shall notify the University of Utah Institution of any loss or reduction in accreditation, licensing, or credentialing of the Facility or its employees supervising students in the Program.

3.3 The Facility shall designate a Clinical Education Supervisor who shall maintain contact with the University of Utah Institution's designated liaison for the Clinical Education Program. The Facility shall promptly notify the University of Utah Institution in writing of any changes to the position of Clinical Education Supervisor or changes in personnel supervising the students participating in the Clinical Education Program.

3.4 If the University of Utah Institution and the Facility agree that the Facility shall participate in evaluating the students participating in the Clinical Education Program, the Facility shall maintain complete evaluation forms provided to them by the University of Utah Institution for each student participating in the Program and timely send the completed forms to the University of Utah Institution.

3.5 The Facility shall, upon reasonable request, permit the inspection of the clinical areas of the Facility, student records and other items or areas pertaining to the Clinical Education Program by the University of Utah Institution and/or agencies charged with the responsibilities for accreditation of the University of Utah Institution.

3.6 The Facility shall provide to the University of Utah Institution a description of rules and regulations and shall promptly notify the University of Utah Institution in writing of any change to such rules and regulations.

3.7 The Facility shall provide an orientation for the students participating in the Clinical Education Program, including the following information:

(a) Students' obligations with respect to disclosure of information regarding clients of the Facility and disclosure of client's records located on the premises of the Facility as set forth in section 4.6 of this Agreement.
(b) A description of the Facility's rules and regulations and the students' obligations with respect to adhering to these rules and regulations.
(c) An explanation of the health and safety standards set by the Occupational Safety and Health Administration (OSHA) and other applicable law.
(d) Students' responsibility to seek out and receive health care at the time of exposure to infectious agents, i.e. blood borne pathogens, tuberculosis and others, while on duty at the Facility and provide any copies of medical records of these health care services to the Facility.

3.8 The Facility shall recommend to the University of Utah Institution to withdraw any student from the Clinical Education Program if: (a) the achievement or progress of the student does not warrant continuation in the Program; (b) the behavior of the student fails to conform to the applicable rules and regulations of the Facility; or (c) the student violates applicable rules of professional ethics. The Facility will assist the University of Utah Institution, at the University of Utah Institution's expense, in implementing this recommendation.

4.0 ADDITIONAL TERMS

4.1 Students participating in the Clinical Education Program shall not be deemed employees of the Facility for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, income tax withholding or Social security.

4.2 Neither party shall discriminate in connection with this agreement on the basis of race, national origin, religion, sex, sexual orientation, age or status as a person with a disability.

4.3 The parties shall comply with all federal laws and regulations, including but not limited to the Utah Governmental Records Access and Management Act (Utah Code Ann. sections 63-2-101 et. seq.

(1953, as amended), and all rules and regulations of the Facility regarding the confidentiality of such information.

4.4 Neither party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval, which shall not be unreasonably withheld.

4.5 The parties hereto expressly disclaim and disavow any partnership, joint venture or fiduciary status or relationship between them. It is agreed by both parties that the University of Utah Institution and the Facility shall be treated for all purposes as independent contractors.

4.6 The parties understand that the University of Utah Institution is a governmental entity under the Utah Governmental Immunity Act, Utah Code Ann. section 63-30-1 et. seq. 1953 (as amended)(hereinafter "the Act"). Nothing in this Agreement shall be construed as a waiver of any rights or defenses otherwise applicable to the University of Utah Institution under the Act, including the provisions of section 63-30-34 regarding limitation of judgments.

4.7 This Agreement shall begin upon the placement of a University of Utah Graduate School of Social Work practicum student and shall automatically renew with the continued annual placement of a student(s), or with the placement of a student within a three year period of the last student placement. Either party may terminate this Agreement at will by giving written notice to the other party at least ninety (90) days prior to the date of desired termination. However, said termination shall occur at the end of the University of Utah Institution's quarter term or semester term, whichever is applicable.

4.8 All notices hereunder by either party to the other shall be in writing, delivered and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, first class postage prepaid, certified, return receipt requested addressed as follows:

If to the University of Utah Institution:

University of Utah
Graduate School of Social Work
395 S. 1500 E. Room 319
Salt Lake City, UT 84112-0260

If to the Facility:

Copy To: University of Utah
Office of General Counsel
309 Park Building
Salt Lake City, Utah 84112

or to such other persons or places as either party may from time to time designate by written notice to the other.

4.12 This Agreement may be modified only by written amendment signed by duly authorized representatives of each party.

4.13 Recognizing that the specific nature of the clinical experience required by different

institutional training programs may vary, it is agreed by both parties that, following execution of this Agreement and consistent with the scope of its provisions, the University of Utah Institution and the Facility may develop letter agreements to formalize operational details of the Clinical Education Program.

4.14 The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, expressed or implied, or any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement, unless written as such and signed by duly authorized representatives of each party.

4.15 This Agreement shall be interpreted, governed by and enforced according to the internal laws of the State of Utah, which the parties agree shall be the forum for any legal proceedings arising from or incident to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE UNIVERSITY OF UTAH

By: _____

Title: Dean, Graduate School of Social Work

"FACILITY"

By: _____ _____
(signature) (print name)

Title: Agency Director