

CLINICAL TRAINING AGREEMENT

This Clinical Training Agreement (the "Agreement") is entered into this _____ day of _____, _____ by and between the University of Utah, a body corporate and politic of the State of Utah, on behalf of the College of Social Work ("Institution") and the _____, ("Training Facility") by and on behalf of its programs educating allied health practitioners in the areas of social work.

W I T N E S S E T H:

WHEREAS, Institution has established programs in the areas of Master of Social Work and Bachelor of Social Work; and

WHEREAS, Institution requires a facility for the above referenced programs where students can obtain the clinical learning experience required in the curriculum; and

WHEREAS, the Training Facility has the clinical setting and equipment for the instruction of Institution's students and is willing to provide its facilities for Institution's course of instruction (hereinafter referred to as "Clinical Education Program" or "Program") to educate students in the above referenced areas.

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 Training Facility and Institution shall agree to the following matters:

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

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

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

2.0 OBLIGATIONS OF INSTITUTION

2.1 Institution shall select 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 Institution and the Training Facility.

2.2 At the request of Training Facility, Institution shall send the name, evidence of immunization, and if requested by Training Facility, evidence of coverage under health insurance for each student enrolled in the Clinical Education Program.

2.3 Institution shall secure and maintain or shall ensure that students secure and maintain policies of commercial general liability insurance and, as appropriate, professional liability insurance or properly reserved programs of self-insurance for students participating in the Clinical Education Program and the Institution employees who, as part of their employment with Institution, supervise the Program's students at the Training Facility and/or provide services to the Training Facility's clients. Institution shall provide evidence of this insurance coverage if requested by the Training Facility.

2.4 Institution shall designate a faculty member to coordinate and act as the liaison between Institution and the Training Facility for the Clinical Education Program.

2.5 Prior to the beginning date of each Clinical Education Program, Institution shall provide the students participating in the Program the following information that applies to this Agreement:

(a) A description of the Program's curriculum and required assignments for successfully completing the Clinical Education Program.

(b) An explanation that the student shall not be deemed an employee of the Training Facility for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, income tax withholding, or Social Security.

(c) An explanation of the rules of professional conduct to which the student must adhere as a student participating in the Clinical Education Program, including confidentiality of patient information.

(d) The students' obligation to comply with Institution's and the Training Facility's rules and regulations while training at the Training Facility.

2.6 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 Institution or the Training Facility; or 3) the student violates applicable rules of professional ethics.

3.0 OBLIGATIONS OF THE TRAINING FACILITY

3.1 The Training Facility shall provide a suitable clinical learning environment and supervision consistent with the Clinical Education Program's curriculum, which shall include reasonable access to available conference rooms, procedure guides, policy manuals, food

services, and locker and dressing areas.

3.2 Training Facility shall designate and submit in writing to the Institution the names and professional and academic credentials of persons responsible for supervising the students participating in the Clinical Education Program. The Training Facility shall notify Institution of any loss or reduction in accreditation, licensing, or credentialing of the Training Facility or its employees supervising students in the Program. The Training Facility shall designate a Clinical Education Supervisor who shall maintain contact with the Institution's designated liaison for the Clinical Education Program. The Training Facility shall promptly notify the 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.

3.3 Training 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 Training Facility.
- (b) A description of Training 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 Training Facility and provide any copies of medical records of those health care services to Training Facility.

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

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

3.6 The Training Facility shall make available to Institution a description of rules and regulations and shall promptly notify Institution of any change to such rules and regulations.

3.7 The Training Facility is at all times responsible for administrative and professional supervision of students performing services under this Agreement. The Training Facility retains sole authority and responsibility for the care and treatment of patients and will assure that each student has a consistent and appropriate level of supervision.

3.8 The Training Facility shall secure and maintain policies of commercial general liability insurance and professional liability insurance (or properly funded program of self-insurance) for all personnel involved in the rendering of services described in this Agreement, including all personnel involved in supervising Students. The liability limits for the commercial general liability insurance and professional liability insurance will be at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

3.9 Training Facility shall recommend to the Institution to 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 Institution or the Training Facility; or 3) the student violates applicable rules of professional ethics. The Training Facility will assist the Institution, at 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 Training 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, color, national origin, religion, sex (including claims of sexual harassment), sexual orientation, age or status as a disabled person, disabled veteran, or veteran of the Vietnam era.

4.3 The parties shall comply with all state and federal laws and regulations, including but not limited to the Utah Governmental Records Access and Management Act (Utah Code Ann. sections 63G-2-101 et. seq. (1953, as amended)), the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, et. seq., mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and all rules and regulations of the Training 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 Training Facility and Institution shall be treated for all purposes as independent contractors.

4.6 The parties agree that the Institution is a governmental entity under the Utah Governmental Immunity Act, Utah Code Ann. Section 63G-7-101 et. seq. 1953 (as amended) (the "Act"). Nothing in this Agreement (including without limitation any indemnity obligations) shall be construed as a waiver of any rights or defenses otherwise applicable under the Act, including the provisions of section 63G-7-604 regarding limitation of judgments.

4.7 This Agreement shall continue indefinitely until terminated by either party. 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, provided that said termination date shall occur at the end of Institution's quarter or semester term, whichever is applicable.

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

4.9 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 Training Facility and Institution may develop letter agreements to formalize operational details of the Clinical Education Program.

4.10 Institution and Training Facility shall be liable only for their own negligent acts or omissions, or those of their authorized employees, officers, students and agents while engaged in the performance of the obligations under this Agreement, and neither the Institution nor Training Facility shall have any liability whatsoever for any negligent act or omission of the other, its employees, officers, students, or agents.

4.11 Any notices provided under this contract should be delivered to the following addresses:

If to INSTITUTION:

University of Utah
College of Social Work
395 South 1500 East, Room 319
Salt Lake City, UT 84112-0260

If to TRAINING FACILITY:

_____ (Print Name)

_____ (Agency Name)

_____ (Address)

_____ (City) _____ (State) _____ (Zip)

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

THE UNIVERSITY OF UTAH
COLLEGE OF SOCIAL WORK

By: _____
(Signature)

Name: Martell Teasley

Title: Dean

“TRAINING FACILITY”

By: _____
(Signature)

Name: _____
(Print)

Title: _____