



**WNMU**

**School of Social Work**

College of Professional Studies

CONTRACT BETWEEN  
WESTERN NEW MEXICO UNIVERSITY  
(ON BEHALF OF)  
AND THROUGH  
THE SCHOOL OF SOCIAL WORK  
AND  
Amphitheater Public Schools

This contract, hereinafter called the "Agreement," is made this [date] by and between Western New Mexico University on behalf of the School of Social Work and through the Social Work Department, hereafter called the "College," and Amphitheater Public Schools hereinafter called the "Facility."

WHEREAS, the College has a curriculum in social work, and

WHEREAS, practicum experience is required as an integral component of the social work curriculum, and

WHEREAS, the College desires the cooperation of Facility in the development and implementation of the practicum experience phase of the College's social work curriculum, and

WHEREAS, the Facility recognizes its professional responsibility to participate in the education of social work students, and

WHEREAS, the Facility wishes to join the College in development and implementation of practicum experience for social work,

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the College and the Facility will cooperate as described herein.

**The College and the Facility mutually agree:**

1. To establish the educational objectives for the practicum experience, devise methods for their implementation, and continually evaluate to determine the effectiveness of the practicum experience.
2. To assure that no person will, on the grounds of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
3. To acknowledge that students participating in the Affiliation Program are members of the Facility's "workforce," as that term is defined under the Health Insurance Portability and Accountability Act ("HIPAA") Privacy Rules at 45 C.F.R. 160.103. ("Workforce" means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity, is under the direct control of such entity, whether or not they are paid by the covered entity.) As members of Facility's workforce for purposes of HIPAA, students participating in the Affiliation Program will be subject to the Facility's HIPAA policies and procedures.
4. To acknowledge, notwithstanding Paragraph 3 of this agreement, that participating students are not to be construed as agents or employees of the Facility or the College under this agreement. No retirement, paid leave, bonding, use of Facility or College vehicles, insurance, or other employee benefits from the Facility or College shall accrue to the students as a result of this Agreement.
5. To acknowledge that neither College nor students are "Business Associates" of the Facility as that term is defined under HIPAA at 45 C.F.R 160.163.
6. At the discretion of the Facility allow the students to participate in continuing education programs conducted for the Facility staff, including any training provided by the Facility on HIPAA compliance.
7. To acknowledge that the Facility at all times will retain responsibility for the care of its patients. Neither College faculty nor students will be expected to replace Facility staff in the conduct of the Facility's activities.
8. To allow this Agreement to cover practicum for Bachelor's and Master's Program affiliations.
9. that, as between the parties, each party will be responsible for liability arising from personal injury or damage to persons or property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1 et seq. NMSA 1978), and any amendment thereto.
10. That students are sent and accepted on a case by case basis. Facility has the right to refuse any Student BEFORE they are sent, due to a lack of Facility staff to properly supervise the Student.

**The College agrees:**

1. To assume responsibility for assuring continuing compliance with the educational standards established by the Council on Social Work Education.
2. To establish and maintain ongoing communication with the Director of Field Education of the Facility on items pertinent to social work education. Such communication may include, but not be limited to, a description of the curriculum, relevant course outlines, policies, faculty, and major changes in this information. On-site visits will be arranged whenever feasible.
3. When possible, to appoint as faculty the Practicum Supervisor who is responsible for planning and implementation of the social work practicum experience at the Facility.
4. To notify the Practicum Supervisor and the Facility at a time mutually agreed upon, of its planned schedule of student assignment, including the name of the student, level of academic preparation, and length and dates of practicum experience.
5. To refer to the Facility only those students who have satisfactorily completed the prerequisite portion of the curriculum that is applicable to the Facility.
6. To inform the student of the Facility's requirements for acceptance.
7. To advise the assigned student of the responsibility for complying with the existing pertinent rules and regulations of the facility.
8. To provide professional liability coverage for its students in accordance with the provisions of the New Mexico Tort Claims Act. The College is insured for professional liability covering its employees and students in accordance with the provisions of the New Mexico Tort Claims Act. The College agrees that all claims arising out of or relating to acts or omissions to act of one or more of its students will be made and tendered to the New Mexico State Risk Management Division by College.
9. To supply the Practicum Supervisor with appropriate forms to be used in evaluating the performance of the assigned student.
10. To have the student provide prior to the commencement of the student assignment such confidential information as may be required by the Facility, including a valid Arizona fingerprint clearance card pursuant to A.R.S. § 15-512.
11. To forward to the Facility the name, health status report, the evidence of coverage or noncoverage of health, worker's compensation and/or liability protection of each student enrolled in the program at least four (4) weeks before the commencement of each student's Clinical Education placement.
12. To assure that all participating students and faculty have been instructed in and will observe the importance of and requirements of maintaining confidentiality of all patient information.
13. To retain responsibility of personal and career guidance and counseling for its students.

**The Facility agrees:**

1. To designate as Practicum Supervisor the staff member who will be responsible for the planning and implementation of the practicum experience. The staff member so designated shall meet the criteria established by Council on Social Work Education and WNMU School of Social Work for supervising students.
2. To provide the Practicum Supervisor with time to plan and implement the practicum experience including, when feasible, time to attend relevant meetings and conferences.
3. To provide the physical facilities and equipment reasonably necessary to conduct the practicum experience.
4. To have available a written description of the practicum experience being offered.
5. To advise the College of any changes in its personnel, operation, or policies that may affect practicum experience.
6. To determine the number of students that can be accommodated during a given period of time.
7. To provide the assigned student, whenever possible, with use of library facilities and reasonable study and storage space.
8. To provide the assigned student with access to the Facility's existing pertinent rules and regulations with which the student is expected to comply, including the Facility's Policies and Procedures relating to the student's responsibilities under HIPAA.
9. To make emergency health care reasonably available for the assigned student. The student will otherwise be responsible for his or her health care.
10. To evaluate the performance of the assigned student on a regular basis using the evaluation form developed by the WNMU School of Social Work and supplied by the College. The completed evaluation will be forwarded to the college within one (1) week following conclusion of the student's practicum experience.
11. To advise the College at least by midterm of any serious deficit noted in the ability of the assigned student to progress toward achievement of the stated objectives of the practicum experience. It will then be the mutual responsibilities of the assigned student, the Practicum Supervisor and the Director of Field Education to devise a plan by which the student may be assisted to achieve the stated objectives.
12. To have the right to terminate any student whose health or performance is a detriment to patient well-being or the achievement of the stated objectives of the practicum experience after notifying the College.
13. To support continuing education and professional growth and development of those staff who are responsible for student supervision.

**Miscellaneous terms:**

1. This Agreement shall be effective when executed by both parties for a period of one year and will be automatically renewed annually and reviewed every five (5) years unless otherwise indicated by one of the parties.
2. Nothing in this Agreement will be construed as establishing a partnership, joint venture or similar relationship between the Facility and the College, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
3. This Agreement may be revised or modified only by written amendment signed both parties.
4. Either party may terminate this Agreement upon 90 days' written notice.
5. This Agreement is subject to periodic review as determined between the Facility and the College.
6. Any written notice/communication provided for, required, or permitted herein will be addressed to the following:

**Facility Name** Amphitheater Public Schools  
**Address** 701 W. Wetmore Road  
**City and State** Tucson, AZ 85705

**Western New Mexico University**  
**PO Box 680**  
**Silver City, New Mexico 88062**

**Contact Name** Steve Duley, Ph.D.

**Leslie Cook, LISW, PsyD (ABD)**  
**Director of Field Education**  
**575-538-6324**

**Phone Number** (520) 696-5233

**FOR THE FACILITY**

**FOR THE COLLEGE**

By Patrick Nelson  
Patrick Nelson, Superintendent

Dr. Joseph Shepard President  
By \_\_\_\_\_

By Steve Duley  
Steve Duley, Executive Director  
Student Services

Asst. Vice President of Business & Finance

By \_\_\_\_\_  
Leslie Cook,  
Director of Field Experience-SWK

DATED July 19, 2016

DATED \_\_\_\_\_