AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Consent 06 - Memorandum of Agreement, Affiliation for Social Work Field Education; Worden School of Social Services at Our Lady of the Lake University Internship Agreement; 1/30/15

Action Requested: County Manager Signature

Parties to the Agreement: Our Lady of the Lake University and Gunnison County

Term Begins: March 1, 2015 **Term Ends:** 9/30/2015 **Grant Contract #:**

Summary:
This is an Internship Placement Agreement for Betsy Holena to do her MSW placement at DHHS in the area of Adult Protection Services. This is an unpaid internship and her placement hours will be in addition to her current child and family case work job assignments. Internship supervision will be through Jenny Birnie and Karin Stewart will serve as the agency supervisor.

Fiscal Impact: 0

Submitted by: Renee Brown **Submitter's Email Address:** renee.brown@state.co.us

Finance Review: ○ Required ● Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ● Required ○ Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 2/6/2015 Certificate of Insurance Required Yes ○ No ●

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 2/10/2015

● Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 2/17/2015 Follow Up Agenda Date:

Revised April 2013

MEMORANDUM OF AGREEMENT
AFFILIATION FOR SOCIAL WORK FIELD EDUCATION

Whereas, Our Lady of the Lake University (hereinafter referred to as "University") and Gunnison County (hereinafter referred to as "Agency") desire to set out in writing the terms and respective responsibilities of the two institutions for the social work field education of students from the Worden School of Social Service at Our Lady of the Lake University, 411 Southwest 24th St., San Antonio TX 78207-4689.

I.
Terms of the Agreement

This Agreement is self-renewing and will commence as of the date signed by both parties. The Agreement shall be reviewed by both parties annually hereto and shall be continued unless either party desires to terminate the Agreement and thus gives the other party thirty (30) days written notice of intention to terminate.

II.
Expectations of Parties

The University and the Agency agree as follows:

A. University/Worden School Responsibilities

1. To send the Agency only such students who have successfully completed the requirements for the field education component of the curriculum.

2. To take action regarding any student whose performance record or conduct does not justify continuance in field education at the Agency.

3. To support rules and regulations governing students that are mutually agreed upon between the University and the Agency.

4. To assign students to field education only when mutually arranged by the University and the Agency.

5. To maintain channels of communication for exchange of information with Agency personnel by on-site visits when practical and by telephone in other instances.

6. To ensure students have professional liability insurance while on field education assignments as evidenced by the Certificate of Insurance issued by a company licensed to do business in the State of Texas or other appropriate entity.

7. To ensure that each student shall have required immunizations as designated by the Agency prior to the initiation of Student's assignment at the Agency.

8. To provide the Agency with written materials stating the policies, objectives and content of field instruction.

9. To provide a faculty member to serve as field consultant and liaison to the Agency to work with the field instructor and student on behalf of the student's learning experience.

10. To share appropriate information regarding the background, experience and educational needs of the student with the Agency prior to the students' placement.

11. To provide opportunities for the professional development of field instructors through seminars, workshops, regional meetings and use of library facilities.

12. To prohibit the publication by the students and/or faculty of any material relative to the field experience that has not been approved for release for publication by the Agency and the University.

13. To inform students and the Agency of the time schedule for field, including beginning and ending dates of field.

14. To seek and use the evaluations and recommendations of Agency personnel in matters related to field instruction.

15. To provide basic safety and infection control training to students at the beginning of the field.

16. To carry final responsibility for the administration of the field instruction program.

B. <u>Agency Responsibilities</u>

1. To maintain accreditation status by the appropriate accrediting body.

2. To orient the students to the Agency and its rules and regulations.

3. To provide opportunities for students to participate in the Agency's service programs and activities as appropriate.

4. To place focus on the student's learning needs equal to the focus on the delivery of services.

5. To provide a field instructor whose qualification meets the following requirements of the University and the Council on Social Work Education:

    a. Master's degree from an accredited school of social work.
    b. Current social work certification of licensure as required by the state in which the field takes place.
    c. Two years of post-master's, full-time professional social work experience.
    d. Desire and skill to supervise students and the ability to translate theory into social work practice.
    e. Formal training in the supervision of social work students. If not so trained, the Agency agrees to have its field instructors undertake said training by the Worden School of Social Service within the following calendar year.

6. To safeguard the field instructor's time so that they maintain scheduled supervisory conferences with students, attend workshops and seminars at the University, and consult with the University's representatives.

7. To provide opportunities to reinforce learning concerning all areas of the Universities curriculum.

8. To provide a suitable working area.

9. To accept the University's responsibility for determining the educational content and objectives of the field instruction experience.

10. To provide students with a realistic workload that supports the educational objectives of field and the objectives of the student's learning contract or education plan.

11. To provide continuing field instruction by the same field instructor for the duration of the student's placement, and agree that a change in field instructors requires the approval of the University's Director of Field Education or designated representative.

12. To inform the University of changes in Agency policy, procedures, and staffing that might affect field instruction.

13. To cooperate with the University in making use of Agency materials in classroom discussions and assignments. These materials must be adequately disguised to protect client confidentiality.

C. <u>Agency Field Instructor Responsibilities</u>

1. To provide training experiences in a planned and sequential manner commensurate with the student's learning capacity and pace that reinforce the knowledge and skill base in the curriculum.

2. To actively assist the students to learn social work processes by helping them intentionally integrate knowledge, theory and practice necessary to achieve established learning outcomes.

3. To provide a positive learning environment that fosters professional growth and autonomy, and improves the student's potential for professional practice.

4. To involve the students in ongoing processes of self-evaluation and conduct prompt performance evaluation with realistic expectations that enables students to correct deficiencies and learn from their mistakes.

5. Serve as a professional role model, providing students the opportunity to observe and model competent and ethical social work practice.

6. To perform administrative duties essential to the success of the field process in a timely professional manner. This includes submitting evaluations and grade recommendations according to the University's academic schedule.

7. To comply with all policies and procedures contained in the MSW Field Education Manual and/or the BSW Field Education Manual.

8. To orient and integrate the students into the Agency structure and interpersonal networks, and orient the Agency staff to the students' role as learners.

9. To negotiate with each student a specific and individualized education plan that will direct the field education process and serve as a tool for evaluation.

10. To provide regularly scheduled supervisory conferences with the student for a minimum of one hour each week during the field placement.

11. To provide a variety of cases and training experiences to insure exposure to ethnic/racial diversity and socially and economically disadvantaged clients.

12. To notify the University immediately of problems which threaten the student's successful completion of field.

13. To ensure that the required hours for field education are completed.

14. To participate in meetings related to field sponsored by the University and the Agency.

D. <u>Student's Responsibilities</u>

1. To follow the administrative policies, standards and practices of the Agency and those contained in the Field Education Manual.

2. To be responsible for transportation and living arrangements when not provided by the Agency.

III.
Indemnification Agreement

In as far as the law allows, each party agrees to indemnify and hold harmless the other party, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities that may be asserted against the indemnified party by third parties in connection with the negligent performance of the indemnifying party, its directors, officers, employees, or agents under this Agreement.

IV.
Dispute Resolution

The Parties shall seek to resolve informally any dispute that arises between them under this Agreement. The Parties shall provide each other with written notice of any dispute arising out of this Agreement. The Parties shall submit their dispute to mediation before a mutually agreeable mediator as a pre-condition to filing a lawsuit in any court or county, whether in Justice of the Peace, County Court, or District Court. This provision, however, shall be inapplicable if the running of the statute of limitations prevents the Parties from engaging in mediation before the necessity of filing suit.

V.
Miscellaneous Provisions

5.1 The Agency and University agree that there shall be no discrimination on the basis of race, color, creed, sex, national origin, sexual orientation or handicapping condition, in the assignment, acceptance, and activities of students in the program established by this Agreement.

5.2 The University and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of the Agency and/or its constituents and not disclose or reveal any confidential information to any third party without the express prior written consent of the Agency.

5.3 The number of students shall be agreed upon by the University and Agency.

5.4 The relationship of the Parties to this Agreement shall not be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

5.5 This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein and supersedes all other agreements on the same subject, whether oral or written. Any changes or amendments to this Agreement may be made only in writing and signed by both Parties.

5.6 This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.

5.7 The headings in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement.

5.8 If any provision of this Agreement is or becomes invalid or unenforceable, the remaining provisions shall continue to be effective.

5.9 Failure of OLLU – The University to insist upon strict conformance of the provisions of this Agreement shall not constitute a waiver of any of the provisions of this Agreement.

5.10 This Agreement shall not be assigned without the prior written consent of the other Party.

5.11 The Parties represent and acknowledge that they have had the opportunity to review this Agreement with counsel of their choosing and are entering this Agreement freely and voluntarily.

VI.
Notices

Any notice required under this Agreement shall be in writing and shall be effective when delivered to the party for whom it is intended. Notices to OLLU shall be delivered to the following person:

Mo Cuevas, Ph.D., LCSW
Director, Worden School of Social Service
Our Lady of the Lake University
411 S.W. 24th Street
San Antonio, Texas 78207

Copied to: Director of Field Education
Worden School of Social Service

Notices to Gunnison County shall be delivered to the following person:

Name: Matthew Birnie
Title: County Manager
Address: 200 E. Virginia, Gunnison CO 81230
Phone: (970) 641-0248
Email: Mbirnie@gunnisoncounty.org

Executed on this the _30th__ day of January, 2015

_____	_____
Mo Cuevas, Ph.D., LCSW	Matthew Birnie
Director, Worden School of Social Service	County Manager
Our Lady of the Lake University	Gunnison County, CO

MEMORANDUM OF AGREEMENT
AFFILIATION FOR SOCIAL WORK FIELD EDUCATION

Whereas, Our Lady of the Lake University (hereinafter referred to as "University") and Gunnison County (hereinafter referred to as "Agency") desire to set out in writing the terms and respective responsibilities of the two institutions for the social work field education of students from the Worden School of Social Service at Our Lady of the Lake University, 411 Southwest 24th St., San Antonio TX 78207-4689.

I.
Terms of the Agreement

This Agreement is self-renewing and will commence as of the date signed by both parties. The Agreement shall be reviewed by both parties annually hereto and shall be continued unless either party desires to terminate the Agreement and thus gives the other party thirty (30) days written notice of intention to terminate.

II.
Expectations of Parties

The University and the Agency agree as follows:

A. University/Worden School Responsibilities

1. To send the Agency only such students who have successfully completed the requirements for the field education component of the curriculum.

2. To take action regarding any student whose performance record or conduct does not justify continuance in field education at the Agency.

3. To support rules and regulations governing students that are mutually agreed upon between the University and the Agency.

4. To assign students to field education only when mutually arranged by the University and the Agency.

5. To maintain channels of communication for exchange of information with Agency personnel by on-site visits when practical and by telephone in other instances.

6. To ensure students have professional liability insurance while on field education assignments as evidenced by the Certificate of Insurance issued by a company licensed to do business in the State of Texas or other appropriate entity.

7. To ensure that each student shall have required immunizations as designated by the Agency prior to the initiation of Student's assignment at the Agency.

8. To provide the Agency with written materials stating the policies, objectives and content of field instruction.

9. To provide a faculty member to serve as field consultant and liaison to the Agency to work with the field instructor and student on behalf of the student's learning experience.

10. To share appropriate information regarding the background, experience and educational needs of the student with the Agency prior to the students' placement.

11. To provide opportunities for the professional development of field instructors through seminars, workshops, regional meetings and use of library facilities.

12. To prohibit the publication by the students and/or faculty of any material relative to the field experience that has not been approved for release for publication by the Agency and the University.

13. To inform students and the Agency of the time schedule for field, including beginning and ending dates of field.

14. To seek and use the evaluations and recommendations of Agency personnel in matters related to field instruction.

15. To provide basic safety and infection control training to students at the beginning of the field.

16. To carry final responsibility for the administration of the field instruction program.

B. <u>Agency Responsibilities</u>

1. To maintain accreditation status by the appropriate accrediting body.

2. To orient the students to the Agency and its rules and regulations.

3. To provide opportunities for students to participate in the Agency's service programs and activities as appropriate.

4. To place focus on the student's learning needs equal to the focus on the delivery of services.

5. To provide a field instructor whose qualification meets the following requirements of the University and the Council on Social Work Education:

    a. Master's degree from an accredited school of social work.
    b. Current social work certification of licensure as required by the state in which the field takes place.
    c. Two years of post-master's, full-time professional social work experience.
    d. Desire and skill to supervise students and the ability to translate theory into social work practice.
    e. Formal training in the supervision of social work students. If not so trained, the Agency agrees to have its field instructors undertake said training by the Worden School of Social Service within the following calendar year.

6. To safeguard the field instructor's time so that they maintain scheduled supervisory conferences with students, attend workshops and seminars at the University, and consult with the University's representatives.

7. To provide opportunities to reinforce learning concerning all areas of the Universities curriculum.

8. To provide a suitable working area.

9. To accept the University's responsibility for determining the educational content and objectives of the field instruction experience.

10. To provide students with a realistic workload that supports the educational objectives of field and the objectives of the student's learning contract or education plan.

11. To provide continuing field instruction by the same field instructor for the duration of the student's placement, and agree that a change in field instructors requires the approval of the University's Director of Field Education or designated representative.

12. To inform the University of changes in Agency policy, procedures, and staffing that might affect field instruction.

13. To cooperate with the University in making use of Agency materials in classroom discussions and assignments. These materials must be adequately disguised to protect client confidentiality.

C. <u>Agency Field Instructor Responsibilities</u>

1. To provide training experiences in a planned and sequential manner commensurate with the student's learning capacity and pace that reinforce the knowledge and skill base in the curriculum.

2. To actively assist the students to learn social work processes by helping them intentionally integrate knowledge, theory and practice necessary to achieve established learning outcomes.

3. To provide a positive learning environment that fosters professional growth and autonomy, and improves the student's potential for professional practice.

4. To involve the students in ongoing processes of self-evaluation and conduct prompt performance evaluation with realistic expectations that enables students to correct deficiencies and learn from their mistakes.

5. Serve as a professional role model, providing students the opportunity to observe and model competent and ethical social work practice.

6. To perform administrative duties essential to the success of the field process in a timely professional manner. This includes submitting evaluations and grade recommendations according to the University's academic schedule.

7. To comply with all policies and procedures contained in the MSW Field Education Manual and/or the BSW Field Education Manual.

8. To orient and integrate the students into the Agency structure and interpersonal networks, and orient the Agency staff to the students' role as learners.

9. To negotiate with each student a specific and individualized education plan that will direct the field education process and serve as a tool for evaluation.

10. To provide regularly scheduled supervisory conferences with the student for a minimum of one hour each week during the field placement.

11. To provide a variety of cases and training experiences to insure exposure to ethnic/racial diversity and socially and economically disadvantaged clients.

12. To notify the University immediately of problems which threaten the student's successful completion of field.

13. To ensure that the required hours for field education are completed.

14. To participate in meetings related to field sponsored by the University and the Agency.

D. <u>Student's Responsibilities</u>

1. To follow the administrative policies, standards and practices of the Agency and those contained in the Field Education Manual.

2. To be responsible for transportation and living arrangements when not provided by the Agency.

III.
Dispute Resolution

The Parties shall seek to resolve informally any dispute that arises between them under this Agreement. The Parties shall provide each other with written notice of any dispute arising out of this Agreement. The Parties shall submit their dispute to mediation before a mutually agreeable mediator as a pre-condition to filing a lawsuit in any court or county, whether in Justice of the Peace, County Court, or District Court. This provision, however, shall be inapplicable if the running of the statute of limitations prevents the Parties from engaging in mediation before the necessity of filing suit.

IV.
Miscellaneous Provisions

5.1 The Agency and University agree that there shall be no discrimination on the basis of race, color, creed, sex, national origin, sexual orientation or handicapping condition, in the assignment, acceptance, and activities of students in the program established by this Agreement.

5.2 The University and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of the Agency and/or its constituents and not disclose or reveal any confidential information to any third party without the express prior written consent of the Agency.

5.3 The number of students shall be agreed upon by the University and Agency.

5.4 The relationship of the Parties to this Agreement shall not be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

5.5 This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein and supersedes all other agreements on the same subject, whether oral or written. Any changes or amendments to this Agreement may be made only in writing and signed by both Parties.

5.6 This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.

5.7 The headings in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement.

5.8 If any provision of this Agreement is or becomes invalid or unenforceable, the remaining provisions shall continue to be effective.

5.9 Failure of OLLU – The University to insist upon strict conformance of the provisions of this Agreement shall not constitute a waiver of any of the provisions of this Agreement.

5.10 This Agreement shall not be assigned without the prior written consent of the other Party.

5.11 The Parties represent and acknowledge that they have had the opportunity to review this Agreement with counsel of their choosing and are entering this Agreement freely and voluntarily.

V.
Notices

Any notice required under this Agreement shall be in writing and shall be effective when delivered to the party for whom it is intended. Notices to OLLU shall be delivered to the following person:

Mo Cuevas, Ph.D., LCSW
Director, Worden School of Social Service
Our Lady of the Lake University
411 S.W. 24th Street
San Antonio, Texas 78207

Copied to: Director of Field Education
Worden School of Social Service

Notices to Gunnison County shall be delivered to the following person:

Name: Matthew Birnie
Title: County Manager
Address: 200 E. Virginia, Gunnison CO 81230
Phone: (970) 641-0248
Email: Mbirnie@gunnisoncounty.org

Executed on this the _30th__ day of January, 2015

_____	_____
Mo Cuevas, Ph.D., LCSW	Matthew Birnie
Director, Worden School of Social Service	County Manager
Our Lady of the Lake University	Gunnison County, CO