

**AFFILIATION AGREEMENT
BETWEEN
FROSTBURG STATE UNIVERSITY
Social Work Program
AND**

This Affiliation Agreement ("Agreement") is made this Nineteenth day of November, 2019, by and between Frostburg State University (the "University"), a constituent institution of the University of Maryland System, which is an agency of the State of Maryland, acting through its Social Work Program (the "Program"), and Manan Nursing + Rehab Center (the "Agency"), a Skilled Nursing Facility located at 25701 Shady Ln SW, Westport MD, to set out their agreements concerning their affiliation for the purpose of enabling the University to use the Agency as an internship site for students enrolled in the Social Work Program.

WHEREAS, the University is desirous of utilizing the facilities of the Agency for students enrolled in various social work educational programs of the University so that such students may obtain experience necessary to satisfy requirements for a degree in Social Work;

WHEREAS, such student participation in fieldwork experience through an Internship at the Agency benefits the Agency by educating social workers for the community; and

WHEREAS, it is in the mutual interest of the University and the Agency to work together to provide educational fieldwork experience to students enrolled in the Social Work Program;

NOW THEREFORE, for and in consideration of the mutual promises contained herein, it is understood and agreed to as follows:

A. Responsibilities of the University.

The University agrees to:

1. As of the first day of classes in each semester, send to the Agency a mutually agreed upon number of Social Work students.
2. Assume full responsibility for the planning, management and execution of the educational program. The University will appoint a person or persons, designated as Director of Field Education, to have overall responsibility for the relationship of the University with the Agency and to act as liaison for the University, the Agency and the Student. The University will notify the agency as to the identity of the Director of Field Education prior to the start of a scheduled internship.

3. Confer with the Agency prior to the placement of the student in order to establish and review the purpose of the Program and will hold group meetings throughout the year for Agency liaison staff and fieldwork instructors for the purpose of promoting understanding of the curriculum of the Program, encouraging communication and interaction between practice and social work education and developing competence in field instruction.

4. Be responsible for monitoring the learning experiences of the student and determining the student's final grade.

5. Arrange schedules for student assignments in cooperation with the Agency. The University will provide the Agency with information on the student's level of experience as well as student time sheets, materials for evaluation and other educational materials prior to the student's arrival.

6. Provide periodic continuing education programs in the form of workshops and other learning opportunities in field instruction at no cost to Agency field instructors.

7. Provide University library privileges for Agency fieldwork instructors.

8. Abide by the rules and regulations of the Agency.

9. Provide the Agency with information validating professional liability insurance coverage for University students participating in the Program.

10. Inform students prior to their internship of their responsibilities which are to:

a. Abide by the Agency's and University's policies, procedures, programs and operating standards.

b. Complete all required documentation such as process recordings, journals and other reports required by the University, Director of Field Education, Fieldwork Instructor and/or the Agency.

c. Prepare for and participating in regular evaluation conferences.

d. Act professionally and ethically, to maintain confidentiality, and to give priority to the clients' rights and needs.

e. Comply with any Agency health, training and/or immunization requirements.

f. Provide the Agency with his/her resume.

g. Promptly submit student time sheets to the University.

B. Responsibilities of the Agency.

The Agency agrees to:

1. Accept no more than 1 students per semester for participation in a single Internship Program and/or fieldwork experience.

2. Designate one primary fieldwork instructor for each student. If there are multiple fieldwork instructors, the primary fieldwork instructor coordinates the total learning experience and is responsible for the student's final evaluation report. Secondary fieldwork instructors should be utilized only after consultation with the Director of Field Education.

3. Provide learning experiences, including an orientation to the Agency, and, in consultation with the Director of Field Education, provide appropriate assignments under the supervision of the fieldwork instructor designed to help students become generalist social work practitioners.

4. Allow University students to observe and participate in Agency conferences, meetings, discussions, or other educational opportunities which have as a goal facilitating better services to Agency clients and/or the attainment of the specified objectives of the University's Social Work Program.

5. Provide time for the fieldwork instructor to hold an individual conference with the student for at least one hour per week.

6. Provide time for the fieldwork instructor to attend approximately 2-3 meetings of all fieldwork instructors during the school year.

7. Evaluate student performance based upon the objectives and criteria designated by the University. Written evaluations will be provided to the University for the permanent records of the students. Evaluation materials or other materials relating to students which are prepared by the Agency or the fieldwork instructor shall be the property of the University, even though maintained by the Agency in some cases, and are subject to federal law concerning confidentiality of student records. The Agency will contact the Director of Field Education promptly in the event of any request, formal or informal, by a student or other person for access to material in a student record.

8. Notify the University through the Director of Field Education in writing at least thirty (30) days prior to student assignment if there are any changes that will significantly affect the student's educational experience.

9. Notify students of any Agency policies which will apply to the student. The University will cooperate with the Agency in attaining student compliance with these policies and, upon written request, will withdraw from the fieldwork experience any student who fails to comply with the Agency's policies.

10. Monitor the academic performance and professional behavior of the student. The Agency has the right to request the University to recall a student from the fieldwork experience based upon unsatisfactory performance of academic responsibilities or unprofessional behavior. The Agency will notify immediately the Director of Field Education by telephone if the Agency requests recall of a student, has had cause to suspend a student from fieldwork activities,

or of any other problems arising with a student, including any concerns regarding the student's learning. Written notice to the University will be provided subsequent to the initial communication by telephone. If an Agency requests that a student be recalled from the Fieldwork experience, the Agency and University will confer and attempt to reach a mutual decision. For this purpose, the University will be represented by its Director of Field Education and the Agency will be represented by the Fieldwork Instructor. The Agency and the University will cooperate in meeting due process standards applicable to academic evaluations or disciplinary actions which may adversely affect students.

11. Provide office supplies, telephone access and office arrangements which enable the student to function effectively.

12. Maintain the confidentiality of case material and student records.

13. Retain full responsibility for the Agency's clients and/or performance of the Agency's services and their activities and progress. Students shall not be substituted for Agency staff as a resource for client care or services.

14. Maintain at all times during the term of this agreement an adequate amount of professional liability insurance for Agency Staff and general liability insurance for the Agency.

15. Indemnify and hold harmless and defend (at the option of the University) the State of Maryland, Frostburg State University, the Board or Regents of the University of Maryland System, and their respective employees, administrators, officers, agents, students, executors, successors, and assigns with respect to any and all claims, damages, judgments, actions, and cause of actions arising directly or indirectly out of the acts or omissions of the Agency, its agents, servants, invitees, or employees, including all costs, expenses and attorney's fees incurred in the defense of any and all such claims and/or litigation, arising out of the activity which is the subject of this Agreement.

C. Miscellaneous Provisions

1. This Agreement may be terminated by either party by notifying the other party of an intent to terminate, provided written notice is given at least sixty (60) days prior to the date of termination. Such termination shall not affect any ongoing Internship fieldwork experience entered into in accordance with this Agreement until such time as the participating University student(s) complete that fieldwork experience.

2. Following a written request from the University or the Agency, the parties shall meet annually to discuss the goals, implementation and progress of the fieldwork experiences provided in accordance with this Agreement.

3. The Agency agrees that the Agency shall not discriminate against any participant or applicant for participation in the fieldwork experience, or against any other individual or entity in connection with any aspect of its performance

under this Agreement, on the basis of race, color, creed, religion, national origin, sexual preference, marital status, age, sex, or disability.

4. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland and shall be deemed to be made in the State of Maryland. Any action in connection with this Agreement shall be brought only in the courts of the State of Maryland or in the Federal District Court for the District of Maryland.

5. Neither this Agreement nor the obligations or services to be rendered hereunder shall be assigned by either party.

6. If funds are not appropriated or otherwise made available so that the University determines it cannot continue to support the Agreement, the University shall have the right to terminate this Agreement. The University shall not in any event or circumstance be obligated to the Agency for any costs the Agency may have incurred as a result of termination.

7. The Internship assignment of a student to an Agency pursuant to this Agreement shall not create an employment relationship between the student and the Agency. No student shall be compensated by an Agency for Internship work or entitled to participate in Agency employee benefit programs, including but not limited to workmen's compensation, health insurance, and professional liability insurance, as a result of an Internship assignment to that Agency. If the Agency employs any University student, such employment shall be entirely separate from the Internship experience.

8. This Agreement contains the entire agreement between the parties and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between them other than as herein set forth.

9. No change or modification of this Agreement shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed by their duly authorized officers.

FROSTBURG STATE UNIVERSITY

Date: 12/2/19

By: Ronald Nowaczyk
Dr. Ronald Nowaczyk, President

Date: 12/2/19

By: Elizabeth Throop
Dr. Elizabeth Throop, Provost

Date: 12-3-19

By: Steven L. Haftsock
Dr. Steven L. Haftsock,
Director of Field Education

AGENCY

Date: 11/19/19

By: Mary Schuever
Executive Director

Date: 11/19/19

By: Amy Dayton USD
Internship Supervisor