

NON-PAID (Regular) FIELD PRACTICUM AGREEMENT

BETWEEN

**Fort Hays State University
SOCIAL WORK PROGRAM**

And

(Agency)

(Agency) _____ (address) _____ and the Fort Hays State University (“FHSU”), Department of Social Work, 600 Park Street, Hays, Kansas 67601 (hereinafter referred to as “FHSU”) agree to collaborate in promoting educational experiences for Social Work students at FHSU.

(Agency) _____ and the FHSU Social Work Program mutually agree and acknowledge that the opportunities provided to FHSU students in the field of Social Work by participating in intern, clinical, practical or field experiences in or at institutions such as (Agency) _____ greatly enhance the Social Work profession and the education of FHSU students for that profession.

Therefore, the parties agree to provide such intern, clinical, practical, or field experiences for FHSU students in the Department of Social Work through cooperation with said agency under the following terms and conditions:

Responsibilities of FHSU:

1. To assume responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skills, professional ethics, attitudes, and behavior and to assign to the agency only those students who have satisfactorily completed appropriate academic coursework and be at the BSW, MSW Generalist, or MSW Specialized year practicum level.
2. To provide a faculty member to serve as Coordinating Supervisor and as FHSU’s representative in all matters relating to the field experience.
3. To inform each student that he/she shall be directly responsible to the designated supervising social worker in performing generalist and/or clinical activities. Student is expected to abide by the regulations, policies, and procedures communicated by said agency.
4. To notify students that each student participating in clinical, intern or practical experiences at said agency under the auspices of this Agreement shall maintain records and provide by the first day of each such intern, clinical, practical or field experience at said agency proof of liability insurance, student’s individual health insurance, and a current tuberculosis screening test for each student who will be providing direct patient

care in any of said agency's sites/facilities. Each student will be directed to obtain liability coverage with minimum coverage levels of one million dollars per person (\$1,000,000) and three million dollars per incident (\$3,000,000.) It is understood by the parties that FHSU employees participating under the terms of this Agreement are covered under and to the limits and parameters of the Kansas Torts Claims Act, K.S.A. 75-6101 et seq.

5. To notify students prior to arrival at the agency that the student is responsible for the following:

- a. meeting and following standards of practice and ethical codes that may exist for such practice, if any.
- b. agency's administrative policies and regulations.
- c. providing and wearing appropriate uniform with name pin when at the practicum agency.
- d. reporting promptly to the practicum agency on time for generalist and/or clinical experience or any necessary absence when expected at the practicum agency.
- e. to provide for the student's own transportation and living arrangements.
- f. maintaining confidentiality of patient and client records.
- g. providing any information requested by the agency to conduct necessary or appropriate background checks.
- h. providing required health assurances, test results, insurance coverage and other required or appropriate documentation to the agency.
- i. adherence to rules and regulations from the agency's accrediting agencies.
- j. adherence to all Medicare, Medicaid (KanCare), Champus or other federally-funded health care program rules and regulations.

6. To initiate Zoom and personal conferences between agency's supervisors and FHSU's SW Field Office or designated FHSU Field Liaison to discuss student preparation and performance and help resolve any problems within the field experience. FHSU student participate is under the terms of this Agreement.

7. At the request of the agency's supervisor, FHSU shall withdraw any student from the clinical practical or generalist field experience at the agency if FHSU determines that the student's work conduct or health is detrimental to patients, or the functioning of the agency.

8. FHSU accepts the responsibility for the educational aspects of the generalist and/or clinical portion of the program conducted at the agency. FHSU's Coordinating Supervisor will assign a grade after reviewing the recommendation and evaluation by the agency supervisor. FHSU will evaluate students' intern, clinical, practicum or field performance based upon predetermined objectives including any feedback agency representatives believe is pertinent.

9. The FHSU Social Work Program will designate a liaison to facilitate agency inquiries and requests for needed information or suggestions for improvements. Initially, the individual later named in this paragraph will serve as liaison. FHSU may change this liaison with written notice to:

(Agency) _____
Designated liaison: Rekala Tuxhorn, LMSW (SW Field Office)
Address: 600 Park St. Albertson Hall 168
Hays, KS 67601
Phone: 785-628-4755
E-mail: swfield@fhsu.edu

Responsibilities of the Agency:

1. To assign the student to a social worker who is a graduate of an accredited BSW or MSW program who will provide supervision of student-client contact including direct observation, review of reports, and needed conferencing on each client/consumer receiving services.
2. To provide necessary orientation, written administrative guides and procedures, and other available media as may reasonably support the learning experiences of students.
 - i. To provide utilization of staff lounges and similar facilities by students within such guidelines, rules, or regulations as may be adopted by the agency from time to time for the use of such facilities.
 - ii. To allow parking for students in approved agency parking areas as designated from time to time by the agency.
3. To maintain ultimate responsibility for the care of clients/consumers who are assigned to students. The agency retains the right, in its sole discretion, to relieve a student from any direct care responsibilities when a quality-of-care concern occurs or arises. The agency retains full responsibility for the quality of care delivered to clients/consumers, including all administrative and professional functions.
4. To provide FHSU with copies of any accrediting or governmental rules and regulations needed to allow FHSU to satisfy FHSU's responsibilities under Paragraphs 1 through 9, above.
5. To provide a written evaluation of student performance in a format agreed to with the FHSU accompanied by a grade recommendation.
6. The agency will designate a primary contact to facilitate FHSU's inquiries and requests for needed information or suggestions for improvements. Initially, the individual later named in this paragraph will serve as the primary contact. The agency may change this primary contact with written notice to: Office of the General Counsel, Fort Hays State University, 600 Park, Hays, Kansas 67601.

DESIGNATED AGENCY LIAISON

Agency: _____
Address: _____
Liaison Name: _____
Email: _____
Phone: _____

Joint Responsibilities:

1. The agency representatives, FHSU instructors and FHSU students shall jointly cooperate in the program by communicating in a manner that facilitates completion or resolves issues that may arise in the context of participation by students in experiences provided at the agency under this agreement, including but not limited to information regarding assignments, sharing information pertinent to patient care and reporting, and recording significant information and reporting problems, issues or needs to members of the health care team.
2. The parties agree that students are responsible for the student's own costs for participating in the programs and experiences offered under the terms of this Agreement, including, but not limited to transportation, housing, medical care, tuition and fees, books, and any and all other costs the participating student may incur.
3. The parties shall not discriminate against any employee, student or applicant for employment or student registering in the program of study under this Agreement; because of race, color, creed, sex, or national origin; on the basis of handicap in violation of Section 504 of the Rehabilitation Act and applicable regulations; or for any other unlawful reason.
4. Both parties shall cooperate fully with one another to fulfill the terms and obligations of this agreement. Any discrepancies, complications, necessary changes, and other related matters should be discussed and negotiated in good faith to reach equitable agreement for both parties.
5. All employees of FHSU will remain under the control of and solely the employees of FHSU, except as outlined further in this paragraph. All employees of the agency will remain under the control of and solely the employees of the agency, except as outline further in this paragraph. FHSU shall direct any faculty or staff members providing services to the agency under the terms of this agreement to comply with the policies and procedures of the agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 C.F.R. parts 160 and 164. Solely for the purpose of defining the FHSU faculty and staff's role in relation to the use and disclosure of the agency protected health information, such faculty and staff members participating in services provided under the terms of this agreement are defined as members of the agency's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, FHSU, faculty and staff members are not and shall not be considered to be employees of the agency for any other, but this limited purpose.
6. All FHSU students participating in programs under the terms of this are not considered, by either party, as employees of either FHSU or the agency, except as outlined further in this paragraph. All FHSU Social Work Program students will be instructed to comply with the policies and procedures of the agency, including those governing the use and

disclosure of individually identifiable health information under federal law, specifically 45 C.F.R. parts 160 and 164. Solely for the purpose of defining the FHSU student's role in relation to the use and disclosure of the agency's protected health information, such students participating in services provided by under the terms of this agreement are defined as members of the agency's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this agreement. However, FHSU students are not and shall not be considered employees of the agency or FHSU for any other, but this limited purpose.

7. The length or amount of time of required participation in the program by FHSU's students, including but not limited to the number of weeks and/or minimum number of clock hours, will be mutually agreed upon by the FHSU Social Work Program and the agency's personnel when placing students.
8. This agreement shall become effective for a period of three years, beginning August 1st, 2024 . This Agreement will be reviewed annually and remain in place unless requests for amendments are made and mutually agreed upon in a written agreement of the parties to such amendments. Either party may terminate the agreement at the end of the spring or fall semester providing notification in writing.
9. No member, individual or collectively, staff, administrator or officer of Fort Hays State University incurs or assumes any individual or personal liability for the execution of this contract or by reason of default in the performance of any of the terms hereof. All such liability of the staff or administration of Fort Hays State University, as such, is hereby released by the parties as a condition of and in consideration of the execution of this contract.
10. Both parties agree that there are no enforceable third-party claims, beneficiaries or other legal obligations contemplated, created, or devised by the terms of this agreement.

In witness thereof, we, the undersigned, sign our names in agreement to the terms and conditions of this Agreement.

Agency Representative

FHSU Representative

Date

Date