USC Suzanne Dworak-Peck
School of Social Work

MEMORANDUM OF AGREEMENT
(the "Agreement")
Between
UNIVERSITY OF SOUTHERN CALIFORNIA, SUZANNE DWORAK-PECK SCHOOL OF
SOCIAL WORK,
and

_____

Agency

_____

Address

Located in _____   _____ **/ USA** _____
                      City   **State/Country**

The USC Suzanne Dworak-Peck School of Social Work, University of Southern California (the "School"), designates _____ (the "Agency") as a School approved setting for instruction in the School's program of education for social work. The School and the Agency commit themselves to cooperative efforts, as described below, in provision of supervised educational practicum experiences for students. This agreement becomes effective upon _____ and remains in force until_____. This agreement may be renewed annually upon mutual agreement of the parties.

<u>THE SCHOOL AGREES TO</u>:
- Work cooperatively with the Agency in designing appropriate practicum learning experiences to meet the objectives of the School's practicum education program.
- Select and/or recommend for placement at the Agency students who appear to be most appropriate. It is understood that the Agency will have the opportunity to meet the students before placement begins.
- Provide on-line access to the School's practicum manual plus other pertinent instructional material, such as: academic calendar, course outlines, practicum bulletins, evaluation guidelines, periodic updates.
- Keep Agency and Practicum Instructors informed about School activities and plans affecting practicum education.
- Provide opportunities for Agency/Practicum Instructor participation in relevant School committees and activities.
- Notify students that they are subject, during their educational practicum experience at Agency, to applicable Agency regulations and that they must conform to the same standards as are set for Agency's employees in matters relating to the welfare of clients or patients and general Agency operation.
- The School requires that student interns obtain professional malpractice insurance through a blanket policy secured by the School, before beginning their practicum placement experience. The coverage liability limits are $1,000,000 each claim, and $3,000,000 aggregate.

THE AGENCY AGREES TO:
- Adhere to the goals of the School as presented in its practicum education manual except in any circumstances wherein a said goal conflicts with Agency's stated policy, rule, or procedure.
- Accept and treat the student's primary role as a learner and the practicum placement assignment as an educational experience. This includes the following:
  a) permitting the student to receive needed support, assistance and instruction;
  b) making available to the student appropriate cases and learning activities; and
  c) permitting the student to participate in staff development and other training opportunities.
- Provide the student with the resources necessary to carry out assigned educational and service tasks, including the following:
  a) space that is sufficiently private for carrying on independent work and activity;
  b) clerical service and supplies for records and reports produced for the agency: and
  c) access to client and Agency records as appropriate to assigned tasks.
- Provide qualified staff as Practicum Instructors for the student, subject to approval by the School.
- Assure that the Practicum Education faculty is advised of policy and service changes and developments which may affect student learning or the School's curriculum.
- Provide for reimbursement of all student travel expenses on Agency business that has approval of Practicum Instructor.
- Provide the student with information available to its employees regarding personal safety, when carrying out agency related assignments.
- Provide the student with copies of harassment (including sexual harassment) and protected-class discrimination policies and reporting procedures that Agency has in place.
- Provide students with the name and contact information of personnel that Agency has designated for reporting harassment and protected-class discrimination in the workplace.
- Provide the student and the School with results of harassment and protected-class investigations, including the identity of the alleged respondent(s) and all disciplinary or remedial actions.

The Agency signatory is authorized by the Agency to sign for the agency and acknowledges having read and understood all of the terms and provisions of the Agreement, including the reverse side hereof, and agrees to be bound by all the terms and provisions contained herein upon the execution of this Agreement

UNIVERSITY OF SOUTHERN
CALIFORNIA   AGENCY

_____   _____ _____

By:_____   By:_____

Print   Print
Name: _____   Name: _____

Title: _____   Title:_____

Date:_____   Date:_____

USC SUZANNE DWORAK-PECK SCHOOL OF SOCIAL WORK

By:_____
    Ruth A. Supranovich, Ed.D., LCSW
  Associate Dean of Community & Clinical Programs

TERMS AND CONDITIONS

1) <u>Coordination of Program</u>. The parties shall use best efforts to establish the educational objectives for the program, devise methods for its implementation, and continually evaluate to determine the effectiveness of the clinical experience.

2) <u>Students Not School Employees</u>. The parties hereto agree that the School's students are fulfilling specific requirements for clinical experiences as part of a degree requirement and, therefore, the School's students are not to be considered employees or agents of either the School or the Agency for any purpose, including Worker's Compensation or employee benefit programs.

3) Insurance. Each party to this Agreement shall provide and maintain, at its own expense, a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, comprehensive general liability ("CGL") with limits of no less than $1M per occurrence and $2M aggregate. Must not exclude Sexual Molestation Liability coverage and medical professional liability $1M/$3M limit. If Sexual Molestation Liability is excluded under CGL, then a standalone policy in the same amounts is acceptable. Upon written request, either party shall provide the other with a certificate evidencing such coverage.

4) <u>Termination</u>. This Agreement may be terminated by either party with or without cause upon ninety (90) days written notice, provided that all students currently enrolled in the program at the time of notice of termination shall be given the opportunity to complete the program.

5) <u>Arbitration</u>. All controversies, claims and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this Section. Such arbitration shall be conducted in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims or disputes. The costs and expenses of the arbitration, including without limitation attorneys' fees, shall be borne by the parties in the manner determined by the arbitrator.

6) <u>No Agency</u>. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise, or partnership relation between the parties.

7) <u>Assignment</u>. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

8) <u>Governing Law</u>. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.

9) <u>Counterparts</u>. This agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on facsimile counterparts.

10) <u>Entire Agreement</u>. This Agreement fully supersedes any and all prior agreements or understandings between the parties hereto or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

11) <u>Patient Privacy</u>. The parties hereto affirm their commitment to comply with federal and state law regarding the use and disclosure of protected health information. Each party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Security Regulations"). Each party will promptly report to the other any use of disclosure in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient's Protected Health Information which was previously disclosed to that party under this Agreement.

12) <u>LIMITATION ON LIABILITY</u>. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.