

## **SOCIAL WORK STUDENT AFFILIATION & PRACTICUM PLACEMENT AGREEMENT**

This Agreement is made and entered into by and between **University of Montana School of Social Work (“UMSSW”)**, located at 32 Campus Drive, Missoula, MT 59812 and **city of Everett (“Agency”)**, located at 2930 Wetmore Ave., Suite 8A., Everett, WA.

The purpose of this Agreement is to cooperate in providing practicum placement educational experiences (“Program”) for Social Work students of UMSSW. In consideration of the mutual benefits of such a Program, the parties to this Agreement agree that the Program shall be covered by and subject to the following conditions:

### **A. MUTUAL RIGHT AND RESPONSIBILITIES**

1. The parties agree to cooperate in jointly planning the Program through UMSSW at the Agency and in jointly evaluating UMSSW students.
2. The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act. Neither party will discriminate, to the extent required by state and federal law, on the basis of race, religion, color, national origin, marital status, sex, sexual orientation, gender identity, age, genetic information, pregnancy, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability. UMSSW and Agency agree that neither shall tolerate any acts of sexual harassment. UMSSW and Agency commit to providing an environment fostering inclusive prosperity and opportunity for all individuals.”
3. Visits by UMSSW staff to the Agency for the purposes of planning and evaluating the Program, discussing student performance, learning new skills, and arranging for additional educational experiences will be welcomed.
4. UMSSW and Agency will instruct their respective faculty, staff, and students participating in the Program, to maintain confidentiality of student and patient/client information as may be required by state and federal law, including, but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA) and by the respective policies and procedures of UMSSW and Agency.
5. UMSSW, at its discretion, will refer students to participate in the Program at Agency and/or UMSSW students may reach out to Program at Agency to inquire about placement opportunities. Before agreeing to take students, the Agency is encouraged to conduct a professional interview and may ask for certain documentation regarding the students, such as immunization records or criminal background checks. UMSSW will inform students that they must provide the information requested by the Agency if they wish to participate in the Program at the Agency. Agency may refuse to allow students to participate at its location(s) for any lawful reason. Additional information about UMSSW’s responsibilities is contained in section B.
6. The students and the Agency staff shall conduct themselves in accordance with the [National Association of Social Workers \(NASW\)](#) professional organizational standards of conduct, all subject to the Agency’s policies and mission.

7. Before publishing any material based on a student's experience at Agency under this Agreement, UMSSW students and staff must obtain prior written approval from the Agency and UMSSW.
8. There will be no payment of charges or fees between UMSSW and Agency.

## **B. UMSSW RESPONSIBILITIES**

1. Assure continuing compliance with the educational standards established by the professional accrediting association (Council on Social Work Education – CSWE). UMSSW will be responsible for instruction and administration of the students' academic education program.
2. Plan and administer the Program, while encouraging Agency staff participation. UMSSW will provide information to Agency concerning its curriculum and the professional and academic credentials of its faculty for the students at the Agency.
3. Designate an appropriately qualified and credentialed faculty field liaison ("field liaison") to coordinate and act as the liaison with Agency.
4. Refer for and support participation in the Program only those students who have successfully completed all prerequisite academic requirements for the Program.
5. Provide the Agency with the names of students and information regarding the students' level of preparation and prior experience as well as materials for the evaluation of the students prior to the arrival of students and throughout their Program experience. UMSSW is responsible for supplying any additional information required by Agency as set forth in this Agreement, prior to the arrival of students. UMSSW will notify Agency in writing of any change in a student's status.
6. Determine the students' final grade for the practicum educational experience.
7. If required by the Agency, UMSSW will instruct students to provide Agency evidence of current immunizations relevant to the Program and prior to participating in the Program.
8. If required by Agency, UMSSW will instruct students to provide Agency evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working.
9. If required by the Agency, UMSSW will ask each student who may be placed at Agency to obtain his/her criminal history background record and to release a copy of that record to the Agency. Before participating in the Program at the Agency, the students will be informed that, whether or not they agree to obtain the record and agree to release it to the Agency, Agency may conduct the background inquiry directly and the Agency may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct. UMSSW does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of Agency.
10. Comply with and ensure, to the extent possible, that students comply with the policies and procedures established by Agency. UMSSW will notify each student of his/her status and responsibilities pursuant to this Agreement. This includes notification to students of the need to procure the insurance coverage required by the Agency as identified below prior to being admitted to the Agency.
11. Encourage each student participating in the Program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her

participation in the Program. UMSSW will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

### **C. AGENCY RESPONSIBILITIES**

1. Designate an agency field instructor (“AFI”) to act as liaison with UMSSW and to provide the students and UMSSW with feedback on the students’ performance. Agency will submit in writing to UMSSW the professional and academic credentials for the AFI. Agency will notify UMSSW in writing of any change or proposed change in the AFI. The AFI shall possess the following minimum requirements:
  - a. For Social Work BSW practicum, the Agency agrees to provide supervision of the students by a post-two-year MSW or BSW.
  - b. For Social Work MSW practicum, the Agency agrees to provide supervision of the students by a post-two-year MSW.
2. Subject to the Agency’s policies and mission, provide students with a desirable practicum educational experience within the scope of services provided by Agency and in accordance with any written objectives provided by UMSSW. This will involve planning and coordination between responsible UMSSW faculty and designated Agency personnel for the assignment of students to specific client cases or administrative projects and experiences including selected conferences, clinics, courses and programs conducted under the instruction of the Agency. Provide a patient/client caseload appropriate to the students’ level and ability and of adequate size and variety to ensure the educational experience.
3. Provide the students with instruction and practical experience on new equipment and techniques as acquired. Agency will make available to students basic supplies and equipment, including an Agency vehicle or student vehicle mileage reimbursement, necessary for care of patients/clients and the Program. Within the limitation of facilities, Agency will make available office and conference space for students and, if applicable, the Field Liaison.
4. Submit required reports on each student’s performance and evaluate the students in accordance with UMSSW policies.
5. Agency will permit, on reasonable request, a visit to the agency site by field liaison charged with ensuring compliance with the Program requirements as set by its accrediting body, the Council on Social Work Education.
6. Retain full and sole responsibility for the care rendered to patients/clients, and maintain the quality of patient/client care without relying on the students for staffing purposes.
7. Provide an orientation for the student covering the rules, regulations, procedures, facilities, and equipment of the Agency.
8. As practical, maintain an environment free from recognized hazards and ensure a healthy and safe environment for all students and members of its community.
9. Notify UMSSW as soon as possible of any problems arising with the students or the Program. Agency will have the right to take immediate interim action to correct a situation where a student’s actions endanger patient/client care. As soon as possible thereafter, the AFI will notify UMSSW of the action taken. Agency will cooperate in providing information about the student’s actions to UMSSW. All final resolutions of the student’s academic status in such situations will be made solely by UMSSW after

reviewing the matter and considering whatever written factual information Agency provides to UMSSW; however, Agency reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient/client care.

10. On any day when a student is participating in the Program at its facilities, Agency will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. At the student's expense and request, Agency will provide follow-up care, testing and counseling, including HIV testing, and counseling associated with that testing, in the absence of any similar service being immediately available from student's health care providers. Students will be financially responsible for the cost of any and all health care or first aid that becomes necessary while students are on-site. Except as provided in this Agreement, Agency will have no obligation to furnish medical or surgical care to any student.

#### **D. OPERATIONAL DETAILS**

UMSSW and Agency agree:

- For BSW students, to execute the Program in accordance with the directives, policies and procedures detailed in the UMSSW School of Social Work BSW Student Handbook current edition, or as revised from time to time, all subject to the Agency's policies and mission.
- For MSW students, to execute the Program in accordance with the directives, policies and procedures detailed in the UMSSW School of Social Work MSW Student Handbook current edition, or as revised from time to time, all subject to the Agency's policies and mission.
- Agency will allow for flexibility in student's field practicum schedule for students to attend mandatory UMSSW courses and field seminars. It is understood that students will be required to make up practicum hours missed.
- Placement of practicum students is designed primarily to develop skills in the student and secondarily to enhance Agency services and built capacity.
- Contemporaneous with or following execution of this Agreement and within the scope of its provisions, UMSSW may develop letter agreements with Agency to formalize additional operational details of the Program, such as the UMSSW Memorandum of Understanding (MOU). Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party. To the extent that any provision of a letter agreement conflicts with any provision of this Agreement, this Agreement will prevail.

#### **E. STUDENTS' STATUS AND RESPONSIBILITIES**

The employment status of students and the responsibility for insurance coverage for student activities depends upon the status of the students as set forth below. The status of each student will be outlined in the Memorandum of Understanding and Learning Agreement documents stating name and other identifying information for practicum placement.

**Students Participating in Unpaid Practicum not at Student's Place of Employment:** It is understood by the parties that the School's students are fulfilling specific requirements for field education experiences as part of a degree requirement, and therefore, the School's students do not thereby become employees or agents of the School or Agency by virtue of their professional training. Students will have the status of learners and will not replace Agency personnel. Any service rendered by students is incidental to the educational purpose of the Program. Students will not be entitled to any monetary or other remuneration for services performed by them at Agency, nor will Agency otherwise have any monetary obligation to UMSSW or its students. The School shall be responsible for providing general liability and professional liability coverage for such students, pursuant to Section F. 2. (Liability Coverage Provisions) of this Agreement.

**Students Participating in Unpaid Practicum at Student's Place of Employment:** It is understood by the parties that the work duties of the School's students shall be separate from the professional training of the student. School and Agency will work together to ensure there is a plan which outlines the differences and how the student and Agency will ensure these remain separated. Agency will be responsible for ensuring that the plan is followed. Students will not be entitled to any monetary or other remuneration for services performed by them at Agency when such services are conducted as part of their practicum at the Agency, nor will Agency otherwise have any monetary obligation to UMSSW or its students. The School shall be responsible for providing general liability and professional liability coverage for such students' professional training; pursuant to Section F. 2. (Liability Coverage Provisions) of this Agreement, and the Agency shall be responsible for providing insurance coverage for such students' activities as an employee.

**Students Participating in Paid Practicum at Student's Place of Employment (also referred to as Employment Based Practicum/ EBP):**

It is understood by the parties that under this option, students use their **current employment position** as their practicum, if the parties are able to ensure that the arrangement meets all requirements of UMSSW EBP Policy. Professional training and work duties from the student's employment position must provide opportunities to integrate theory into practice and speak directly to the core competencies and practice behaviors identified by the School. These criteria can also be met by having students take on additional, new, and different opportunities and responsibilities, outside of the employment position, i.e. students take on a completely new and different role within the organization which is distinct from their employment position to ensure social work competencies and practice behaviors are being met. The School shall be responsible for providing general liability and professional liability coverage for such students' professional training; pursuant to Section F. 2. (Liability Coverage Provisions) of this Agreement, and the Agency shall be responsible for providing insurance coverage for such students' activities as an employee.

**Students Participating in Stipendiary Practicum:** If the School's students are provided with a nominal stipend from the Agency intended to reimburse them for estimated expenses related to their professional training, the School's students do not thereby become employees or agents of the Agency, and the School shall be responsible for providing general liability and professional liability coverage for such students pursuant to Section F. 2. (Liability Coverage Provisions) of this Agreement; however, Agency shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's students are paid by the Agency for their services, then the placement shall follow the guidelines outlined in the

foregoing section, Students Participating in Paid Practicum at Student's Place of Employment (also referred to as Employment Based Practicum/ EBP).

## **F. LIABILITY COVERAGE PROVISIONS**

1. Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, agents, or officers. Neither party will be considered the agent of the other nor does neither party assume responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
2. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law. Neither UMSSW nor Agency is operating as the agent of the other. UMSSW agrees to provide the statutory self-insurance provided by the State of Montana. The law (Title 2, Chapter 9 Montana Code Annotated) provides for tort liability self-insurance with limits of \$750,000 per claim and \$1.5 Million per occurrence and covers only the tort liability of UM's officers, agents, and employees. UMSSW further agrees to maintain, during all relevant time periods related to this Agreement, professional liability insurance coverage for negligent acts or omissions of students that arise from participating in this internship program: With a limit of no less than one million dollars (\$1,500,000) and three million dollars (\$3,000,000) per aggregate year. UMSSW will provide certificates of insurance upon request.
3. The City of Everett maintains a comprehensive program of risk retention and insurance. This program does not apply to Everett Transit as it is insured separately. Based on discussion and direction from City Administration, the City has elected to self-insure its liability exposures. For 2025, the City's self-insured retention for general, auto and professional liability is \$2,000,000, which is fully funded. For 2025, excess liability is purchased with limits of \$30,000,000 over the self-insured retention.

## **G. TERM**

This Agreement shall commence on the date of the last signature and continue thereafter from year to year. The Agreement shall be reviewed no later than three (3) years from its effective date, or earlier at the request of either party.

## **H. TERMINATION**

This Agreement may be canceled by giving the other party at least ninety (90) days advance, written notice of its intention to terminate. In the event of termination, it shall not become effective for students already enrolled and participating in the Program until they have completed their current rotation.

## **I. NOTICE**

The following persons shall be the point of contact for all notices and communications regarding the performance of this Agreement. All notices, demands, requests, or other communications required to be given or sent by UMSSW or Agency will be in writing and transmitted by email, mailed by first-class mail, postage prepaid or by hand delivery to:

<b>AGENCY</b>	<b>UMSSW</b>
<p>Kelli J. Roark, MSW, LICSW, SUDP Community Support Manager   Community Development Division 2930 Wetmore Ave., Suite 8A., Everett, WA</p> <p>Email: <a href="mailto:KRoark@everettwa.gov">KRoark@everettwa.gov</a></p> <p>Phone: 425.740.4314</p>	<p>Katharina Werner, LCSW, MSW Director of Field Education/ Clinical Associate Professor</p> <p>Email: <a href="mailto:katharina.werner@mso.umt.edu">katharina.werner@mso.umt.edu</a> Phone: (406) 243 4689 Physical Address: 32 Campus Drive, Missoula, MT 59812</p>

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are mailed will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid.

#### **J. AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **K. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this Agreement.

#### **L. SURVIVAL**

UMSSW and Agency expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

#### **M. ORDER OF PRECEDENCE**

Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

- i. This Agreement;
- ii. Attachments to this Agreement in reverse chronological order.

#### **N. SEVERABILITY**

If any provision of this Agreement, or any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

#### **O. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed as a modification of the terms of this Agreement unless stated to be such in writing and signed by an authorized representative of the party.

**P. INSPECTION**

Agency will permit, on reasonable notice and request, the inspection of related facilities by agencies charged with responsibility for accreditation of UMSSW or a UMSSW program.

**Q. HIPAA**

UMSSW voluntarily provides students with training on the requirements of HIPAA. Agency will provide additional training on Agency-specific HIPAA policies and procedures. UMSSW will direct its students and faculty to comply with the policies and procedures of Agency. No protected healthcare information (PHI) is anticipated to be exchanged between Agency and UMSSW. Solely for the purpose of defining students' role in relation to the use and disclosure of Agency PHI, students acting pursuant to this Agreement are defined as members of Agency's workforce. However, UMSSW's students and faculty shall not be considered to be employees of Agency.




**R. ELECTRONIC SIGNATURES**

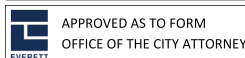
A manually signed copy of this Agreement, Terms and Conditions or any amendments or other transaction documents delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

**S. APPROVAL**

This Agreement shall be subject to the written approval of UMSSW's authorized representative and shall not be binding until so approved.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the persons signing below, who warrant they have the authority to execute this Agreement.

<p>The University of Montana</p> <p>By: <u></u></p> <p>Print Name: Adrea Lawrence, PhD</p> <p>Title: PROVOST &amp; VICE PRESIDENT FOR ACADEMIC AFFAIRS</p> <p>Date: <u>06/10/2025</u></p>	<p>The Agency: City of Everett, a Washington municipal corporation</p> <p>By: <u></u></p> <p>Print Name: Cassie Franklin</p> <p>Title: Mayor</p> <p>Date: <u>06/10/2025</u></p> <p>Attest: <u></u></p> <p>Office of the City Clerk</p>
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# University of Montana Affiliation Agreement\_5.30.25\_SD

Final Audit Report

2025-06-11

Created:	2025-06-04
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
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-  Document created by Ashleigh Scott (AScott@everettwa.gov)  
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Signature Date: 2025-06-11 - 2:44:41 PM GMT - Time Source: server

 Agreement completed.

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