

Memorandum of Agreement

Rev. 11/13

between

**North Carolina State University
on behalf of its Department of Social Work**

and

North Carolina State University, on behalf of its Department of Social Work (“NC State”) and _____ (“Site”) agree that it will be mutually beneficial for NC State to refer students to Site for field instruction in social work. The parties agree to cooperatively provide field instruction of students of NC State as described below.

I. DURATION OF AGREEMENT:

This agreement becomes effective on the date of last signature below and remains in force indefinitely or until terminated. Amendments must be in writing and signed by both parties. Either party may terminate this agreement with 30 days advance written notice to the other party, provided that students who have begun a placement will be allowed to finish the placement unless both parties agree otherwise.

II. NC STATE’S ROLE:

1. Consider the needs and recommendations of Site in all matters concerning its field instruction program;
2. Work with students to prepare a learning agreement that will give structure to the field experience by listing goals for student educational outcomes and field learning experiences;
3. Review and accept where appropriate the Site’s recommendations for Site staff members to serve as Field Instructors of students who have been placed at Site;
4. Administer the field instruction program, including decisions which affect the progress of the student, such as grades, credits, and field instruction hours in Site;
5. Provide opportunity for Site to interview and assess student(s) fit for field placement at Site and assist with arranging interview;
6. Provide Site pertinent written information concerning student(s) recommended for placement at Site;
7. Provide consultation to Site, field instructor(s) and other appropriate staff of Site regarding the general development of its field instruction program;
8. Designate a faculty member to be Faculty Field Liaison to Site in matters pertaining to field instruction. This Faculty Field Liaison will:
 - Serve as principal liaison between NC State and Site including appropriate communication with NC State’s Director of Field Education;

- Make periodic visits virtually or in person to Site to assess the practicum setting, review student progress and consult with the Field Instructors on learning patterns or problems;
 - Be available to the Field Instructors for immediate consultation when requested; and
 - Share with the Field Instructors knowledge of the educational program of NC State and pertinent information about the student's progress in other areas of the curriculum.
9. Provide opportunities for professional development of the Field Instructor(s) and other appropriate members of the Site staff through orientation, meetings, institutes, and/or seminars; and
 10. Provide professional student liability coverage (\$1,000,000/\$3,000,000).

III. SITE'S ROLE:

1. Accept students for placement in Site, the exact number to be decided annually by Site and NC State;
2. Provide a work/learning environment for students that is without discrimination based on race, color, national origin, age, sex, religion, disability, veteran status, sexual orientation or marital status;
3. Provide educationally sound field placements for students;
4. Provide NC State with a written description of the placement (the function and purpose of Site), including the learning opportunities anticipated, in order to help students and NC State match students to placements;
5. Provide students with opportunities to participate in the overall Site program and activities as appropriate to educational needs, educational preparation and practice competency;
6. Provide opportunities to reinforce learning from all areas of NC State's curriculum, when feasible;
7. Provide well-qualified Field Instructors (subject to approval by NC State);
8. Assure that each Field Instructor has adequate time within his/her work schedule to:
 - Meet the educational needs of the student, including: orientation to the Site and its services, development of learning opportunities which include depth and variety, and preparation for at least weekly conferences with each student;
 - Meet with the Faculty Field Coordinator at periodic intervals to discuss learning opportunities and student performance;
 - Attend appropriate NC State-sponsored meetings, institutes, and seminars; and
 - Prepare reports and evaluations as required by NC State, including a comprehensive evaluation of each student's performance at the end of each academic semester;
9. Provide opportunities for planned student contact with Site staff members, in addition to the Field Instructor(s), through whom appropriate learning opportunities can be provided;
10. Provide students with:
 - Sufficient work space;
 - Access to technology and tools necessary to complete tasks and assignments; and
 - Access to client and Site records appropriate to the student's learning experience;

11. Provide adequate parking for students during duty periods, and, when resources allow, provide either transportation or reimbursement of approved travel if students must travel on behalf of clients;
12. Supervise and assume responsibility for the students' work at Site;
13. Provide a safe work/learning environment for students, including first aid and emergency medical care and referral to an appropriate health care provider if needed; and
14. Provide student(s) with information about Site specific requirements in a timely manner such as background checks, proof of motor vehicle insurance, driving record, medical tests, immunizations, etc.

IV. TERMS AND CONDITIONS:

1. The undersigned signatories each represents that he or she is duly authorized to execute this Agreement on behalf of his or her respective party.
2. This Agreement is a contract made under the laws of the State of North Carolina and for all purposes shall be governed by and construed in accordance with the laws of the State of North Carolina.
3. The State or NC State auditor shall have access to persons and records as a result of all Agreements entered into by the NC State in accordance with North Carolina General Statute §147-64.7 and Session Law 2010-194, Section 21.
4. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between NC State and Site representatives to resolve any problems or develop any improvements in the operation of the program
5. To the extent the Site generates or maintains educational records related to the participating student, Site agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to NC State and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, NC State hereby designates Site as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to NC State's records is required by Site to carry out the field instruction.
6. The students participating in the field instruction will not be considered employees or agents of the Site or NC State for any purpose. Students will not be entitled to receive any compensation from Site or NC State or any benefits of employment from Site or NC State, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect.
7. Students participating in clinical training pursuant to this Agreement are members of Site workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to Site and does not establish an employment relationship.
8. Site shall indemnify and hold harmless NC State, its trustees, officers, employees and agents from and against any liabilities, damages, or claims (including attorney's fees)

arising out of injuries (including death) or property damage suffered by any person as a result of Site's negligence or willful misconduct.

9. If NC State provides any data to Site pursuant to this Agreement then Site shall preserve and maintain the data for a period of three (3) years or as indicated in a litigation hold letter issued by NC State, to fulfill NC State's obligations under the North Carolina Public Records Act and under the Federal and North Carolina Rules of Civil Procedure. Site shall immediately preserve and maintain data (and any generated email correspondence) upon NC State's request or upon notice of litigation or audit and further Site shall make available all data that NC State may specify within the time limits required.
10. This Agreement contains the entire agreement of the parties and may not be terminated or modified in any way except by written instrument signed by all of the undersigned parties.
11. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

NORTH CAROLINA STATE UNIVERSITY

SITE

By: _____
Betsy E. Brown
Vice Provost for Faculty Affairs

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Email: _____