

TEXAS A&M UNIVERSITY KINGSVILLE

FILED
 AT 3:00 O'CLOCK P M
 MAY 31 2018
 ARTURO GUAJARDO, JR. COUNTY CLERK
 HIDALGO COUNTY TEXAS
 BY _____ DEPUTY

SOCIAL WORK PROGRAM AGENCY AFFILIATION AGREEMENT

This AGREEMENT made this _____ day of _____, 2018, by and between Hidalgo County Head Start Program (hereafter referred to as the "Agency") and the Texas A&M University-Kingsville Social Work Program (hereafter referred to as the "University").

WITNESS

WHEREAS the administration of the University has established a professional training program for qualified students preparing them to become professional social workers.

WHEREAS the social work program requires field experiences, called a practicum or an internship, where students can obtain social work practice experience as part of their University approved curriculum.

WHEREAS the Agency recognizes the need for providing the community with an adequate pool of professional and licensed social workers.

WHEREAS the Agency will benefit from making facilities available to social work students of the University, the Agency will benefit from the social work student's learning experience while contributing to the educational preparation of a future supply of social workers.

WHEREAS the contracting parties desire a cooperative relationship to furnish a field experience for students enrolled in the University's social work program.

NOW THEREFORE it is mutually agreed by and between said parties, as follows:

1. The Agency shall accept social work students of the University for field experiences.
2. The Agency will make opportunities available for social work students to observe and practice social work in the client service areas and other areas of the various departments of the Agency.
3. The Agency agrees that social work students may be identified or titled as either a "Social Work Student" or a "Social Work Intern".
4. The University shall plan field experience hours, days, and places of assignment of students in cooperation with the designated Field Instructor at the Agency.
5. It is the intent of all parties to comply with the applicable requirements regarding confidentiality of clients. Students are required to follow any and all agency policies regarding confidentiality of clients. Although cases may be processed within the confines of the field experience class held at the University, no identifying information may be released regarding any client. Additionally, the University shall advise students of the importance of complying with all relevant state and federal confidentiality laws including HIPAA.
6. The students are subject to training/hiring requirements of the Agency and will attend any such training if required as a course of orientation to the Agency. In addition, students are subject to such procedures as drug testing, background checks, TB test, etc., if it is requirement of the Agency as part of their hiring process.
7. The University will provide proof of malpractice insurance (i.e., a 1,000,000/3,000,000 policy) for each student prior to any student entering any field experience placement via the Social Work Field Education Coordinator as well as maintaining that insurance throughout the entirety of the student's field experience.
8. The Agency or employees of the Agency agree that, within and to the limits of its comprehensive liability insurance coverage, it will indemnify and hold harmless the University, its agents and employees, and students from any and all liabilities, damage, expense, cause of action, suits, claims, or judgments arising from injury to person or personal property or otherwise which arises out of act, failure to act, or negligence of the Agency, its agents and employees in connection with or arising out of the activity which is the subject of this Agreement.
9. The Agency reserves the right to refuse participation of a "Social Work Intern" if they are non-compliant with the required criminal history background check, Head Start Personnel Policies & Procedures, Hidalgo County Civil Service Commission Rules, Head Start Program Standards, Texas Department of Family and Protective Services – Child Care Licensing Rules and Regulations or being non-compliant with meeting the requirements of the Texas A&M University-Kingsville Social Work Program.

IT IS FURTHER AGREED THAT:

1. Agency Responsibilities Include:

- a. The agency must value the professional social work student as evidenced by active participation in the student's learning contract and field experiences.
- b. Provide the student with an initial orientation to the agency at the beginning of the field placement.
- c. Arrange for the Field Instructor to have regular supervision time with the student, at least one hour per week.
- d. Allow adequate time for a minimum of three visits by the Social Work Field Education Coordinator during the semester.
- e. The Agency must allow time for the Field Instructor to attend Field Instructor meetings and trainings which are directly related to the assurance of ongoing quality of the field education experience, and to ensure consistency with the Social Work Program mission, goals, and program competencies.
- f. Both the Agency and the Field Instructor must be committed to making a fair and accurate assessment and evaluation of the student's progress and achievements as related to the learning contract and the development of professional competencies and practice behaviors.
- g. The Field Instructor must be committed to completing required paperwork within the required time frames (i.e., learning contracts and mid-term and final evaluations, etc.).
- h. Keeping confidential from third parties all student "education records," as defined by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g ("FERPA"), in its possession. The Agency further agrees that disclosure of student education records will only be made in accordance with the provisions of FERPA. The obligations of this paragraph shall survive the expiration of termination of this Agreement.

2. Student Responsibilities Include:

- a. Be at work (i.e., their assigned field experience site) during the assigned work hours.
- b. Telephone the Field Instructor when an absence or tardiness is unavoidable.
- c. Be prepared to make up any time missed.
- d. Be aware that work assignments must be completed within the established time frames.
- e. Be prepared to complete a minimum of 400 required hours (200 hours each semester).
- f. Be familiar with policies which govern employees within the Agency and comply with said policies.
- g. Accept responsibility for all necessary documentation (i.e., time sheets, travel logs, case documentation, required Agency documents, required University documents, etc.).
- h. Comply with all rules of confidentiality, both formally written and informally understood within the standards of ethical practice.
- i. Dress professionally and appropriately for the field experience.
- j. Take responsibility for personal learning experiences (i.e., use Field Instructor's supervision time wisely, comply with time requirements for documentation of the learning contract, etc.) and actively initiate learning experiences without waiting for Agency staff to provide all learning needs.

- k. Students must wear photographic identification badge at all times while on the **Agency** premises.
 - l. Comply with Agency policy and procedures.
 - m. Students will have a tuberculosis skin test and if positive a chest X-ray.
 - n. Complete all assignments listed in the field experience syllabus.
 - o. Comply with the standards explicitly stated in the student termination policy, as stated in the Social Work Program Student Handbook and the Social Work Program Field Education Handbook.
2. University Responsibilities Include:
- a. Be at work during the assigned work hours to respond to Agency communications.
 - b. Visitation to field placement sites a minimum of three (3) times during the semester, including, but not limited to: initial visit to confirm the learning contract; a mid-term evaluation visit; and a final evaluation visit prior to the end of the semester.
 - c. The Social Work Field Education Coordinator, the Social Work Program Director, and additional faculty as indicated will be available to Field Instructors for consultation.
 - d. Consultation with students on a regularly scheduled basis in order to assess the student's progress and to evaluate the continued appropriateness of the learning contract.
 - e. The Social Work Field Education Coordinator, in consultation with the Social Work Program Director, will investigate student-agency complaints and grievances. Once initiated, investigations are to be completed and resolved in a timely manner based on the limited time frame for completion of the required 400 hours (200 per semester).
 - f. The Social Work Field Education Coordinator will serve as the student's primary advocate during the field practicum experience.
 - g. The Social Work Program faculty and Field Instructors will assist field practicum students in preparing for employment and/or advanced training.
 - h. Develop and maintain ongoing training/continuing education of Field Instructors.
 - i. Provide the Agency with a master course syllabus for the supervised student that clearly delineates the responsibilities of the **University** and **Agency**.
 - j. Complete and fulfill the documentation for the University participants with the assistance of both Human Resources Departments.
 - k. Follow University requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care licensing Minimum Standards.
 - l. University will provide **Agency** with written confirmation of criminal background on its students enrolled in this Program as required by the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
 - m. **University** and its students recognize that they are not subject to coverage by the **Agency's** Worker's Compensation Program.

Term:

This **AFFILIATION AGREEMENT** is in effect commencing on August 1, 2018 and ending on June 30, 2021, unless earlier terminated as provided herein.

Termination:

Either party may cancel this Agreement only after written notice to the other party of that intent. Written notice to cancel this Agreement shall be made not less than thirty (30) days prior to the beginning of the next academic semester. In no event may cancellation take effect until the end of the current academic semester. Written notice of non-renewal or cancellation of the Agreement should be addressed to:

Maria A. Iyescas, M.S.S.W., LMSW, BSW Social Work Field Education Director
Texas A&M University-Kingsville
Social Work Program
700 University Blvd., MSC 177
Kingsville, Texas 78363

Governing Law:

This **AFFILIATION AGREEMENT** will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This **AFFILIATION AGREEMENT** is being made in consideration of the following: **TEXAS A&M UNIVERSITY-KINGSVILLE** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

{Signature page to follow}

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the day, month, and year as stated in the first paragraph of this Agreement.

TEXAS A&M UNIVERSITY-KINGSVILLE:

Dr. Dolores Guerrero
Dean, College of Arts and Science

Date

So 'Nia L. Gilkey, Ph. D., LCSW
Director, Social Work Program

Date

Maria A. Iyescas, M.S.S.W., LMSW
BSW Social Work Field Education Director

Date

HIDALGO COUNTY HEAD START PROGRAM

Ramon Marcia
Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores
Teresa Flores, Executive Director
Hidalgo County Head Start Program

5/29/18
Date

5-24-18
Date

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr.
Hidalgo County Clerk

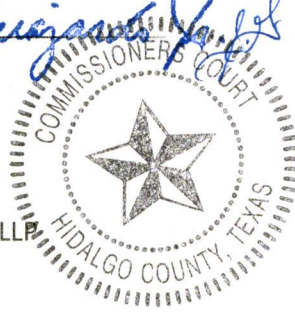
APPROVED BY
COMMISSIONERS' COURT
ON: 5/23/18 ms

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

Approved As To Form:
Oxford & González, P.C.

By: Stephen L. Crain
Stephen L. Crain

By: Ricardo González
Ricardo González



Date Approved by Policy Council: 05-16-18
Date Approved by Commissioner's Court: 05-22-18