This Agreement is dated, ____________ (the "Effective Date") between Wilkes University, 84 West South Street, Wilkes-Barre, PA (the "University") and ____________________________ located at ____________________________ (the "Agency").

WHEREAS the University is conducting Cooperative Education and Internship programs in Pennsylvania, requiring field educational agencies for the purpose of providing field experience to its students, and WHEREAS the Agency recognizes the need for and desires to aid in Cooperative Education and Internship and is willing to make its facilities available to the University's Interns for such purposes.

NOW THEREFORE in consideration of the mutual covenants continued herein, the parties here do agree as follows:

I. THE AGENCY AND THE UNIVERSITY MUTUALLY AGREE:

1. To appoint an agency field instructor to be responsible for the field education. There will be an Agency field instructor with qualified experience who will provide weekly supervision of the student(s). A task supervisor may oversee the daily tasks of the student(s). The field instructor is ultimately responsible for the educational experience, overseeing attendance and final evaluation.

2. That each student shall comply with the Agency's policies and procedures including policies on confidentiality of client and/or patient information. The Agency reserves the right to refuse access to and/ or removes from its field areas any student who does not meet the Agency's standards and policies. No action will be taken by the Agency until the grievance against the student has been discussed with the University’s Director of Internships & Parent Programs or the Office of Student Affairs unless the student’s behavior poses an immediate threat to the effective delivery of social work services to the Agency’s clients.

3. To remain responsible for the acts of their respective employees and agent.

4. To notify the other party if one party becomes aware of a claim asserted by any person which arises out of or appears to arise out of this agreement or any activity carried out under this agreement.

5. That the Agency maintains administrative and professional supervision of University student(s) insofar as their presence impacts the Agency’s operation and the direct or indirect care of the Agency’s clients.

6. That the parties will not discriminate on the basis of its educational programs, employment, admissions or any activities on the basis of race, color, national or ethnic origin, age, religion, disability, pregnancy, gender, gender identity and/or expression, sexual orientation, marital or family status, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local laws. Discriminatory conduct including sexual harassment and other sexual misconduct or violence such as rape, sexual assault, sexual exploitation and coercion will not be tolerated. race, religion, color, sex, age,
national origin or ancestry, genetic information, marital status, parental status, sexual orientation, disability, or status as a veteran.

7. That University students and faculty are not the agents, representatives, or employees of the Agency and will not represent themselves as such.

8. The University agrees to indemnify and save harmless the Agency and its agents and employees from any liability or damages the Agency may suffer as a result of claims, costs or judgments, including reasonable attorney’s fees, against it arising out of acts or omissions of the University.

9. The Agency agrees to indemnify and save harmless the University and its agents and employees from any liability or damages the University may suffer as result of claims, cost or judgments, including reasonable attorney’s fees, against it arising out of acts or omissions of the Agency in operating the field program covered by this agreement. The Agency agrees to give the University notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

10. That the Agency shall remain solely responsible for their client(s).

11. That each party shall carry professional liability or self-insurance with minimum liability limits of $1 million per claim and $3 million aggregate for suits and claims that may be asserted for any professional liability claim arising out of any service rendered pursuant to the agreement. Each party shall, upon request, furnish the other party with evidence of such coverage.

12. That student will be responsible for all personal expenses including meals, lodging, and transportation unless provided by the Agency.

13. Modification of any term or provision of this agreement will not be effective unless in writing with the same degree of formality as this agreement. The failure of either party to insist upon strict performance of any of the provisions of this agreement shall constitute a waiver of this provision only and not of the entire agreement.

II. RESPONSIBILITIES OF THE AGENCY

In addition to other provisions in this agreement the Agency specifically agrees as follows:

1. To provide a qualified field instructor who has sufficient time and resources to develop the student’s learning experiences.

2. To coordinate training and orientation.

3. To provide practice experiences as defined in the student’s learning plan.

4. To provide students’ access to a broad range of experiences when applicable including individual, family, group, organization, and community.

5. To provide adequate office space, clerical supplies, and when possible, travel reimbursement for the student in conjunction with work responsibilities.

6. To provide access to technical support and information for students’ agency-based research projects.

7. To arrange for emergency medical care for students, at the student’s expense and notify the University immediately of any such occurrence.
8. To inform the student of the agency's policies regarding dress and appearance in the early stages of the internship.

III. RESPONSIBILITIES OF THE UNIVERSITY

In addition to other provisions in this agreement the University specifically agrees as follows:

1. To work with students to align interests/abilities with an appropriate practice setting.

2. To coordinate training and orientation for completing an internship with regard to professionalism, assignments, attendance, and grading procedures.

3. To assign a faculty liaison to the student who can also be available to the agencies.

4. To mediate concerns and problems related to practicum instruction.

5. To foster a collaborative climate with the agency.

6. To provide objectives and guidelines in agreement with the student that direct the field experience.

To ensure that students possess individual health and medical insurance. Copy available via request to the office of Mr. Justin Kraynack Chief Risk Compliance Officer Risk and Compliance Management justin.kraynack@wilkes.edu or by calling (570) 408-4554

IV. TERM AND TERMINATION

This agreement will be effective as of the date signed by both parties and will continue in effect until terminated upon written notice by either party. The notice of termination required by this clause shall be sent by certified or registered mail.

IN WITNESS WHEREOF, the parties have executed this agreement and warrant that they are officially authorized to so execute for their respective parties of this agreement.

WILKES UNIVERSITY

Signed: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

AGENCY

Signed: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________