

AGREEMENT made as of the 16th day of April, 2024 by and between FORDHAM UNIVERSITY (hereinafter "the University"), a not-for-profit educational corporation, organized and existing under and by virtue of the laws of the State of New York, having offices at 113 West 60th Street, New York, New York 10023, and the **Lexington-Fayette Urban County Government** (hereinafter the "Institution"), an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, with offices located at **200 East Main Street, Lexington, KY 40507**.

WITNESSETH:

WHEREAS, the University has a Graduate School of Social Service, which offers a Masters in Social Work ("MSW"); and

WHEREAS, the University and the Institution desire to cooperate with respect to the education of MSW students; and

WHEREAS, the University desires to afford to its MSW students field experience; and

WHEREAS, the Institution is willing to make its facilities available for the purpose of providing such field experience to such MSW students.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

1. The University shall work cooperatively with the Institution to design an appropriate learning experience for the students in the MSW program (hereinafter "the Program") and in order that the Program does not interfere with the normal operation of the Institution.

2. The University shall assign students in the Program to the Institution for field instruction and experience. Prior to the student's arrival at the Institution, the University shall provide the Institution with profile information on the student to aid in student placement. The number of students as well as the schedule of their assignments and dates of beginning shall be mutually arranged by the University and the Institution prior to the date of such beginning.

3. The University shall have complete control of and be responsible for all phases of the administration of the Program in the University, the curriculum content, faculty appointments, faculty administration and the requirements for matriculation, promotion and graduation.

4. The University through its field liaison shall be responsible for the official grading of its students.

5. The University shall provide each new field instructor with a Field Instruction Manual to familiarize him/her with the goals and expectations of the Program and to explain his/her duties. The University shall also provide a Field Instruction Calendar which will be updated each academic year listing official University holidays and recesses.

6. The University shall provide orientation to the Program to the Institution's staff if so requested by the Institution.

7. The University, through the field liaisons, area coordinators, and Directors of the Field Instruction Department, will provide ongoing consultation to the Institution relating to the student's placement.

8. Students are expected to complete Field Work hours as indicated by the Field Placement curriculum over the course of the academic year.

9. Students are expected to be in Field Work during designated official University recess periods as indicated on the Field Work Calendar. When a holiday falls on a field instruction day the student will observe the policies of the Institution. Three (3) days per academic year due to illness can be excused without make-up time. Additional absences must be discussed with the field liaison to ascertain appropriate make-up time.

10. To the extent permitted by law, information provided in confidence by the Institution or by the University shall be kept confidential by all parties. This includes, but is not limited to, confidentiality of records, evaluations, critiques, case files and materials, or student projects. To the extent permitted by law, no professional papers or disclosures concerning either party may be submitted without the mutual written consent of the parties.

11. The University shall withdraw any student or students from any areas of the Institution upon notice to the University that such student or students are unacceptable to the Institution for reasons of health, performance, or other reasonable cause as permitted by applicable laws and regulations. The student may be permitted to return when the problem or condition is resolved to the satisfaction of both parties.

12. The Institution shall make its facilities available to the University to the extent that the Institution deems possible in order to assist the University in carrying out its educational objectives, giving due consideration to the normal operation of the Institution, the educational needs of the University and students in other educational programs at the Institution.

13. The Institution will provide the University, students and field liaisons with copies of any rules, regulations, policies and procedures with which it expects said individuals to comply. Students shall comply with all rules, regulations, policies and procedures of Institution. The Institution agrees to provide in-service education to

students or faculty members participating in the Program as such may be required by applicable laws and regulations.

14. The Institution will provide orientation to its facilities for all students. The institution will provide orientation to its facilities for the University faculty if requested to do so by the University.

15. The Institution shall supply qualified field instructors for the supervision and instruction of students assigned to the institution. Field instructors who are supervising a Fordham University student for the first time are required to participate in a training for new field instructors. This training can be completed with Fordham or with another CSWE accredited MSW program. Once completed, there is reciprocity and it need not be repeated.

16. At no time will the Institution field instructor be deemed a member of the University's faculty nor will the field instructor be deemed a servant, employee, or agent of the University. The field instructor will be a member of the Institution's staff for whom the Institution will retain responsibility.

17. The field instructor shall set aside at minimum one hour per week for individual conferences with the student under his/her supervision.

18. The field instructor shall be required to submit in writing an evaluation each semester on the dates and in the form specified by the University of each student under his/her supervision.

19. The field instructor will be available for a minimum of one virtual site visit per academic year.

20. The Institution shall not be required to supply uniforms, lodging, meals, or anything of value to the University, the students, or any University employee involved in the Program, except to make available to the student, at minimum, a desk, access to a

telephone, and appropriate facilities for the provision of services to the Institution's clients. Supplies, clerical services, and transportation costs relating to the Institution's provision of services will be provided by the Institution.

21. Field placement is an integral part of the student's academic program. Students in field placement shall at no time be deemed servants, agents or employees of the University, nor shall they be entitled to any fringe benefits, workers' compensation, New York State disability or other rights normally afforded to employees

22. It is understood that assigned students are not Institution employees and therefore, are not entitled to any Institution employee benefits, including but not limited to Social Security, Employment Compensation, or Worker's Compensation.

23. The University and the Institution will comply with all applicable laws regarding the privacy, confidentiality, and security of personal information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Family Educational Rights and Privacy Act ("FERPA"). For the purposes of FERPA, authorized representatives of the Institution may be considered University officials with a legitimate educational interest in the disclosure of personally identifiable information from the University's educational records for Students who participate in the Program.

24. Institution shall provide emergency health care or first aid care for any illness or injury to a Student while on the Institution's premises while fulfilling activities of the Institution, provided, however, that students are not afforded protection under Institution's worker's compensation or health insurance programs. The Student shall be responsible for his or her medical expenses, whether incurred at the Institution or elsewhere.

25. The University shall indemnify and hold the Institution harmless from any and all suits, claims, liabilities and losses attributable to any negligent act or omission of the

University. To the extent permitted by law, the Institution shall indemnify and hold the University harmless from any and all suits, claims, liabilities and losses attributable to any negligent act or omission of the Institution. This shall not be deemed a waiver of sovereign immunity or any other third party defense. The University and Institution will provide notice of claim to the other upon receipt. The University or Institution shall have full charge of the defense of any such claim, demand, or suit against them and the University and the Institution shall cooperate fully with each other in such defenses. The University and Institution, however, shall have the right to engage counsel of its own, at its own expense, who may participate in the Defense of any such action. Each party shall furnish to the other certificates of insurance evidencing proof of applicable liability coverage.

26. The University shall maintain during the term of this Agreement a Professional Liability (E&O) insurance policy that covers claims alleging negligent acts of students which may have caused bodily injury or personal injury, including but not limited to such claims that relate to improper advice or consultation in connection with students' field placement under this Agreement. Said policy shall have an applicable limit of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate, which coverage may be obtained through a combination of primary and excess limits. The University shall maintain during the term of this Agreement general liability insurance with an applicable limit of One Million Dollars (\$1,000,000) combined single limit. The University shall furnish the Institution with a certificate of insurance evidencing proof of such liability coverage.

27. Institution shall not furnish nor assume responsibility for insurance of any type, including liability, accident, sickness or health, for any student or faculty member of the University.

28. Students shall be responsible for securing their own medical care and accident insurance or shall be eligible dependents of another person's policies while participating in this Program.

29. Prior to beginning fieldwork placement, the University shall inform students of any special requirements of the Institution, including but not limited to, applicable physical examination, test and immunization requirements. The Institution shall inform the University of any such requirements sufficiently in advance of the beginning of fieldwork placement to allow students to comply with such requirements. Students subject to said applicable physical examination and test requirements shall obtain at their own cost and provide the Institution with proof of the following:

(a) a complete physical examination, and recorded medical history within the past year, of sufficient scope to ensure that the student is free from any health impairment which is of potential risk to patients or which might interfere with performance of his/her duties, including the habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter the individual's behavior ; and

(b) any and all immunizations and tests required by the Institution, including Hepatitis B vaccination if such student's assignment in the Institution may cause reasonably anticipated contact with blood or other potentially infectious materials.

30. The University shall inform the students that the Institution requires all students who have duties at the Institution which have potential for occupational exposure to blood borne pathogens either: (a) to undergo a Hepatitis B vaccination series at their own expense; or (b) to complete an OSHA declination form if they choose not to be vaccinated. Proof of Hepatitis B vaccination or declination shall be furnished to the Institution by said students prior to the performance of their rotation at the Institution. The Institution shall

provide infection control training on blood borne pathogens to any student whose duties may cause them to have occupational exposure to blood borne pathogens. The Institution shall also provide to such students a copy of the Institution's written Exposure Control Plan.

31. The parties hereto mutually agree that at no time will they discriminate against any employee, applicant, patient, or student enrolled in their respective programs because of race, color, creed, religion, national origin, marital status, veteran status, age, sex, disability, gender, gender identity or expression, sexual orientation or handicap of qualified persons, within the meaning of, and subject to the conditions of applicable Federal and State law.

32. Notwithstanding any other provision in this Agreement, the Institution remains responsible for (a) ensuring that any services provided pursuant to this Agreement comply with all pertinent provisions of federal, state and local statutes, rules and regulations; (b) planning, coordinating and ensuring the quality of all services provided; and, (c) ensuring adherence to the plan of care established for clients of the Institution.

33. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

34. Any notices, requires, and demands thereunder shall be in writing and shall be sent certified mail, return receipt request; if to the University to:

Fordham University
Graduate School of Social Service
113 West 60th Street
New York, New York 10023-7479
Attn: Linda White-Ryan
Associate Dean of Academic Affairs

if to the Institution to:

**Lexington-Fayette Urban
County Government**

200 East Main Street
Lexington, KY 40507
Attn: Kristina Stambaugh

or to such other addresses or by such other means as the parties may mutually designate by written notice.

35. This Agreement contains the entire Agreement between the parties hereto with the respect to the matter contained herein and may not be changed, modified or terminated orally.

36. This Agreement shall be for an initial term commencing on the day and year first above written and terminating on April 29, 2025. Thereafter, this Agreement shall be automatically renewed on a year-to-year basis without further notice by either party unless a written notice of termination shall have been sent by either party to the other sixty (60) days prior to the end of the initial term or prior to the end of any renewal term.

37. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have duly signed this Agreement on the day and year appearing opposite their respective signatures.

FORDHAM UNIVERSITY
DATE: 4/23/2024 By: 
Linda White-Ryan
Associate Dean of Academic Affairs

Lexington-Fayette Urban
County Government
DATE: 5/16/2024 By: 
Linda Gorton, Mayor