

AFFILIATION AGREEMENT BETWEEN
MIDDLE TENNESSEE STATE UNIVERSITY
(Department of Social Work)
AND

Office of the Metropolitan Public Defender

This Agreement is made this _____ day of _____, 2025, by and between Middle Tennessee State University, hereinafter referred to as "Institution" and the Office of the Metropolitan Public Defender _____, hereinafter referred to as "Affiliate".

Whereas, this agreement outlines the basic guidelines for the provision of an educationally focused field work experience for undergraduate and graduate social work students. The field work sequence plays a unique role in the educational curriculum, providing the opportunity for students to gain practical experience in providing social work services to client groups served by a wide variety of social and human service agencies.

Whereas, it is to the mutual benefit of the parties to provide field work experience for students enrolled in certain programs of the Institution, the parties have agreed to the terms and provisions set forth below:

- I. Purpose - the purpose of this Agreement shall be to provide field work experience to students enrolled in the undergraduate and graduate social work program of the Institution.
 - A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.
 - B. The field work experience shall be provided at the Affiliate's Facility located at Office of the Metropolitan Public Defender- Juvenile Division 100 Woodland Street N, hereinafter referred to as "Facility".
- II. Terms and Conditions - pursuant to the above-stated purpose, the parties agree as follows:
 - A. Term - the term of this Agreement shall be (from one to five years) commencing 1/1/2025 and ending 12/31/2029.
 - B. Either party may terminate this Agreement upon giving 30 days written notice to the other party. Such termination shall have no effect on students receiving field work experience during the current academic term.

This Agreement may be renewed with written approval of all parties for a total term of up to five years.

- B. Placement of Students – As mutually agreed between the parties, the Institution will place an appropriate number of students at the Facility each academic term.
- C. Discipline - While enrolled in field work experience at the Facility, students (and faculty, if applicable), will be subject to applicable policies of the Institution and the Affiliate.

Students shall be dismissed from participation in the Institution's program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. However, the Affiliate may immediately remove from the Facility any student who poses an immediate threat or danger.

- D. Specific Responsibilities - The following duties shall be the specific responsibility of the designated party (Institution and/or Affiliate):

Affiliate:

1. Affiliate philosophy of services should be compatible with the philosophy, values and ethics of the social work profession. The primary purpose of the organization must be to address human needs.
2. To designate a qualified member of the professional staff to serve as agency supervisor for the student in this placement;
3. To make available appropriate supervision, preferably at least one staff member who has a BSW and 2 years or MSW to supervise a bachelors student, or a staff member who has a MSW and 2 years experience to supervise a master's student. In some situations, it may be arranged to have supervision conducted by a combination direct/task supervisor(s) with other credentials and field instructor(s) with the social work degree. Field instructors must have a minimum of one year of experience with two years preferred.
4. To provide adequate time for planning and coordinating the field experience with the student and faculty liaison;
5. To provide a meaningful professional experience for the student, so that the student is directly involved in the professional activities of the agency;
6. To structure the student's placement activities to meet the professional development needs of the student and the educational objectives of the Department of Social Work;
7. To provide ongoing feedback and written evaluation of the student's performance at the placement at mid-term and at the end of the placement;
8. To provide the student with information regarding all agency policies pertaining to the student. These policies may include, but are not limited to the following:
 - a. confidentiality;
 - b. agency policy and procedures

- c. use of student and/or agency owned transportation;
 - d. reimbursement for expenses.
9. To participate in training sessions provided during the academic year.
 10. To provide emergency medical treatment to students if needed for illness or injury suffered during the field education experience. Such treatment shall be at the expense of the individual/student treated.
 11. To notify the Department of Social Work Field Coordinator if they are unable to fulfill any of the above responsibilities.

Institution:

1. To designate a faculty member (called the faculty liaison) to act as liaison between the Affiliate and Institution for the duration of each placement;
 2. To provide students with the values, knowledge, and skills appropriate for that level of field experience;
 3. To provide the Affiliate with Department of Social Work information; including a Field Manual.
 4. To hold periodic meetings with the student, agency supervisor and faculty liaison to discuss the student's progress;
 5. To provide written evaluation tools to the agency supervisor at appropriate times for evaluation of the student's performance;
 6. To make all decisions regarding student grades, utilizing agency supervisor feedback to the maximum.
- E. Mutual responsibilities - the parties shall cooperate to fulfill the following mutual responsibilities:
1. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to:

HIPAA Requirements: To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement.

Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

2. **Background Checks:** If criminal background checks of students are required by the Affiliate, the Institution shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. Students will be informed by the Institution that the check must be completed within the 90-day period immediately prior to the student's initial clinical placement. It shall be the student's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks.
3. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the Institution.
5. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

6. The confidentiality of patient records and student records shall be maintained at all times.
7. **Data Privacy and Security:**
Data Privacy. "Personal Information" means information provided to Affiliate by or at the direction of Institution, or to which access was provided to Affiliate by or at the direction of Institution, in the course of Affiliate's performance under this Agreement that:
 1. Identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or
 2. Can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

Affiliate represents and warrants that its collection, access, use, storage, disposal

and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws.

F. Miscellaneous Terms - The following terms shall apply in the interpretation and performance of this Agreement:

1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.
2. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.
3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

Middle Tennessee State University

BY:



Digitally signed by Shirman Thomas
DN: cn=Shirman Thomas,
ou=Procurement Logistic Services,
email=shirman.thomas@mtsu.edu, c=US
Date: 2025.03.12 10:28:56 -05'00'

NAME: Shirman A. Thomas

TITLE: Executive Director, Procurement
Logistic Services

DATE: _____

BY:



NAME: Martesha Johnson Moore

TITLE: Chief Public Defender

Phone: 865.386.2937

Email: martesha.johnson@jisnashville.org

DATE: 3/4/25