



OLD DOMINION UNIVERSITY

Darden College of Education and Professional Studies

DARDEN COLLEGE OF EDUCATION AND PROFESSIONAL STUDIES
DEPARTMENT OF COUNSELING & HUMAN SERVICES

4301 Hampton Blvd.
Norfolk, Virginia 23529
Phone: 757.683.3348

LETTER OF AGREEMENT

This Agreement made on _____, by and between _____
(hereinafter referred to as the “The Agency”) and Old Dominion University, Darden College of
Education and Professional Studies, an instrumentality of the Commonwealth of Virginia
(hereinafter referred to as the “The University”).

WHEREAS, the University is an educational institution with approved Baccalaureate
programs in disciplines including but not limited to Human Services, which require on-site
experiences of students enrolled therein; and

WHEREAS, the Agency is a facility which has the resources in equipment and
staff to provide – in collaboration with the University faculty – the on-site experiences required
by the degree program of Human Services;

WHEREAS, it is to the benefit of the University that the resources of the Agency be
made available to its students for the required on-site experiences; and

WHEREAS, it is to the benefit of both the University and the Agency to
cooperate in the educational preparation of human services practitioners, so as to promote
excellence in human services delivery, to ensure professional competence, and to provide
maximum utilization of community resources;

NOW, THEREFORE, the parties agree as follows:

I. Purpose

The purpose of this Agreement is to establish procedures and guidelines for the provision of
on-site experiences with the Agency for the students enrolled in Human Services,

1. The University’s Responsibilities

The University agrees to:

- a. Present students for on-site experiences who have had some relevant instruction
in the program/discipline and who, in the discretion of the program faculty, have
taken appropriate prerequisite requirements in the program/discipline;

- b. Old Dominion University is an agency of the Commonwealth of Virginia and participates in the Commonwealth Risk Management Plan, a self-insurance plan (The Plan). The Plan provides: \$100,000 for tort claims against the Commonwealth and \$2,000,000 for claims, other than medical malpractice claims, against officers, employees, and agents of the Commonwealth. For malpractice claims against health care providers, the limit is the amount set forth in § 8.01-581.15, Code of Virginia. School will provide the Facility with a Certificate of Coverage, upon request.
- c. Inform all students of the rules, regulations, policies, and procedures of the Agency and require their conformance to such rules, regulations, policies and procedures to the extent they are consistent with law and policy.
- d. Provide the services of a faculty member from the program/discipline of Human Services, as appropriate, who will:
 - 1. Plan, in conjunction with staff member(s) of the Agency, on-site experiences and assignments which will fulfill on-site requirements of the specified program/discipline
 - 2. Retain responsibility for the education of students in the specified program/discipline, and for the curriculum of that program, its design, delivery, and quality, and maintain all educational records and reports relating to the on-site experience.

II. The Agency's Responsibilities

The Agency agrees to:

- a. Provide on-site experiences for students which fulfill the curriculum requirements of the specified Human Services, and which include participation in staff conferences, service delivery, and education of the Agency;
- b. Provide the services of selected staff member(s) who will:
 - 1. Assist University faculty member(s) with the planning of service delivery; and
 - 2. Discuss with the University faculty member(s) the quality of the on-site experiences and any problems which may have arisen in the provision of those experiences;
- c. Plan, administer, and retain supervisory responsibility for all aspects of service delivery, and provide for qualified supervision of activities; and

III. Responsibilities of the University and the Agency

The University and the Agency agree that:

- a. The maximum number of students who may participate in on-site experiences will be determined by agreement between the parties;

- b. The parties will advise one another of changes in supervising and instructing personnel, changes in applicable policies, and changes in the availability of resources;
- c. Emergency treatment of students for any injuries incurred during on-site activities must be covered through the students' personal health insurance plans, or through their own resources;
- d. The Agency reserves the right to remove a student from participation in the on-site experience following reasonable efforts to address any concerns with the student. The Agency shall make a good faith effort to communicate the basis for the removal to the student and to the appropriate University personnel.
- e. Neither party shall discriminate against any student based on race, religion, sex, creed, age, national origin, or handicap.

IV. Terms

The term of this Agreement is from _____ until one year from agreement start date.

Unless terminated as provided below, this Agreement shall automatically renew for successive one-year terms under the same terms and conditions, unless either party provides written notice of its intent not to renew or to modify the Agreement at least thirty (30) days prior to the expiration of the current term.

Termination of this Agreement may be effected by either party upon written notice to the other party at the address below. Such written notice shall be effective only if given not less than three (3) months prior to the desired date of termination.

V. Contract interpreted under laws of Virginia

This Agreement is a Virginia Agreement and is governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement is deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

VI. Confidentiality

The use, retention, and disclosure of confidential patient information will, at all times, be consistent with the requirements of applicable federal, state and local law, regulations, and statutes governing the use and disclosure of such information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 C.F.R., Part 2, and any current and future regulations promulgated thereunder. The parties agree not to use or further disclose any protected Health Information (as defined in 42 C.F.R. Section 164.501 and 42 C.F.R., Part 2) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320(d), other than as permitted by HIPAA regulations, 42 C.F.R., Part 2.

The University will direct its students to comply with the laws and regulations governing the use and disclosure of Protected Health Information.

Solely for the purpose of defining the students' role in relation to the use and disclosure of the Agency's Protected Health Information, the students are defined as "Trainee" members of the Facility's workforce, as that term is defined by 45 C.F.R. §160.13 when engaged in activities pursuant to this Agreement. However, the students are not and will not be considered employees of the Agency.

VII. Signatures:

Dean, Darden College of Education and Professional
Studies

Date

Luanne Bowman, Chief of Staff & Associate Vice
President of Academic Affairs, Old Dominion
University

Date

Agency

Date

Agency

Date