

AFFILIATION AGREEMENT for Educational Fieldwork Experience

University of Hawai'i 1 Kauai Health & Healing partners LLC
(Name of Agency - Private Entity)

This AFFILIATION AGREEMENT ("Agreement") is entered into this 8th day
of April, 2022, but effective as of April 8, 2022 (the "Effective Date")
(Month) (Year) (Effective Date)

by and between the University of Hawai'i, the state university and a body corporate of the State of Hawai'i,
whose business address is 2444 Dole Street, Bachman Hall, Honolulu, Hawai'i 96822, for the benefit of the
Thompson School of Social Work & Public Health,
(Name of University Campus, School or College)

whose business address is 2430 Campus Road, Honolulu, Hawaii 96822,
(University School or College Address)

(the "School") and Kauai Health & Healing partners LLC
(Name of Agency - Private Entity)

whose business and mailing address is 4547 panahi Rd. Kapaa HI 96746
(Continued Name of Agency - Private Entity)
(Agency - Private Entity Business and Mailing Address)

(the "Agency"). As used in this Agreement, the term "Agency Facilities" refers to and includes all of the
Agency facilities used by or in connection with this Agreement and which include, but is not limited to, the
Kauai Health & Healing Partners LLC
(Name of Agency Facilities where Education Program is available)

RECITALS

WHEREAS, the School has established the Social Work Field Education Program & Public
Health Field Education Program

(Name and/or type of Education Program)

("Program") where students enrolled in the Program ("Students") can apply knowledge and skills within a
practicum setting ("Fieldwork Experiences"); and

WHEREAS, the Agency has the necessary facilities and resources to provide the Students with
Fieldwork Experiences; and

WHEREAS, it is of mutual interest for the School and the Agency to provide the Students with
Fieldwork Experiences under the terms and conditions described herein,

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants
contained herein, the School and the Agency agree as follows:

A. RESPONSIBILITIES OF THE SCHOOL

1. Provide Education Program. The School will develop the curricula for, plan and conduct a
prescribed educational program (collectively the "Education Program") for the Fieldwork Experiences in
consultation with the Agency and provide faculty and/or staff to oversee the Students during the Education
Program. The Education Program components are set forth in more detail in **Exhibit A** attached hereto and
incorporated herein by reference.

a. Academic Credit. The School shall determine whether and to what extent Students
receive academic credit related to the Students' Fieldwork Experiences.

b. Internship Only. The School shall inform the Students that the Fieldwork Experiences at the Agency Facilities are intended solely to enhance the Students' education and that at the conclusion of the Education Program, Students are not entitled to a job at the Agency.

2. Designate Education Program Director. The School will designate an appropriately qualified director of the Education Program ("Program Director"), who will work with the Agency's Program Liaison (as hereinafter defined) in planning the Education Program, coordinating and implementing the Students' Fieldwork Experiences, and evaluating the Students.

3. Require Compliance with Applicable Laws and Agency Policies. The School shall require its faculty and Students to comply with (a) all Applicable Laws, (b) the applicable policies, practices, and rules of the Agency, and (c) the applicable standards of practice set forth by Applicable Laws and applicable accreditation agencies. "Applicable Laws" mean all federal and state laws, statutes, codes, rules, regulations, standards, directives, interpretations, permits, orders, decrees, requirements, rulings, or judgments, which now or in the future may be applicable to the School, the Agency, the use of the Agency Facilities, or the conduct of any business therein.

4. Notify Agency of Education Program Changes. The School shall notify the Agency as soon as practicable of any anticipated changes in the Education Program. The School will not implement changes to the Education Program without obtaining the Agency's prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed.

5. Comply with Withdrawal or Exclusion Requests. The School shall comply with a written request by the Agency to exclude or withdraw a Student from the Agency Facilities for any reason, within five (5) days of receipt of such notice from the Agency; provided, however, that if the School disagrees with such request, the Agency and the School agree to (a) utilize the dispute resolution process herein, and (b) require the Student to stay away from the Agency Facilities during the pendency of the dispute resolution process if deemed necessary by the Agency.

6. Conduct Orientation. The School shall provide the Agency's staff with an orientation of the School's Education Program so as to ensure the success of the Fieldwork Experiences to be implemented at the Agency Facilities.

B. RESPONSIBILITIES OF THE AGENCY

1. Provide Fieldwork Experiences. The Agency shall: (a) provide Fieldwork Experiences for the Students in accordance with the curricula adopted for the Education Program; (b) cooperate with the School to achieve the objectives of the Fieldwork Experiences and the School's Education Program; and (c) make reasonably available to the Students and the School's faculty the Agency Facilities, equipment, and supplies.

a. Students not regular Agency employees. The Agency acknowledges and agrees that the Students shall not displace its regular employees and, thus, the Students will not be assigned, on a consistent basis, the same duties as regular employees. To the extent possible, the Agency shall provide the Students with exposure in a range of duties relevant to the Students' studies and in accordance with the Education Program.

b. Fieldwork Experiences Primary for Students. The Agency acknowledges and agrees that the Fieldwork Experiences is primarily for the benefit of the Students, not the Agency, and that the efficiency of its operations may be slightly impeded by the presence and training of the Students.

2. **Furnish Qualified Agency Staff.** The Agency shall provide appropriately qualified staff members to work with the Students in connection with the Fieldwork Experiences at the Agency Facilities (collectively the "Practicum Providers"). The Agency shall ensure that the Practicum Providers: (a) provide education supervision for the Students; (b) attend appropriate meetings and trainings; and (c) prepare evaluation reports as required by the School.

3. **Designate Program Liaison.** The Agency shall designate an appropriately qualified member of its staff to work with the School's Program Director in planning the Education Program, coordinating and implementing the Students' Fieldwork Experiences, and evaluating the Students (the "Program Liaison").

4. **Conduct Orientation.** The Agency shall provide the Students and the School's faculty with an orientation covering the Agency Facilities, programs, policies, practices, rules, and regulations.

5. **Permit Inspections.** Upon request, the Agency shall permit the School to inspect the Agency Facilities, Agency services, Student records kept by the Agency, and other items pertaining to the Education Program.

6. **Inform School of Agency Policies.** The Agency shall provide the School with copies (electronically or otherwise) of the Agency's policies, practices, rules, regulations, programs, services, facilities, and operations, and any updates or changes to the same.

7. **Notice of Unsatisfactory Performance.** If the Agency determines that a Student is not performing satisfactorily, the Agency shall notify and work with the School to develop a remedial plan to address deficiencies and identify actions necessary to improve Student performance, prior to taking any measures to terminate the Student's participation in the Education Program at the Agency's Facilities.

8. **Agency Exclusion of Students.** The Agency may, after consulting with the School, exclude any Students from the Education Program at the Agency Facilities in the event that such Student (a) fails to abide by Applicable Laws or Agency policies, (b) does not meet the Agency's employee standards for safety, health, cooperation, or ethical behavior, or (c) engages in conduct that is deemed detrimental. The Agency may remove Students without first obtaining the School's concurrence in emergency situations. To the extent that any action taken hereunder may implicate hearing or appeal processes conducted pursuant to the School's or the Agency's rules, regulations, or policies, the parties agree to cooperate and keep each other informed of the progress of such investigations or proceedings.

9. **Comply with FERPA.** The Agency will protect the confidentiality of information that it receives from the School in compliance with Applicable Laws, including the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and shall ensure that its officers, employees, agents, and representatives are provided with appropriate information and training on complying with such Applicable Laws regarding the confidentiality of student information.

C. COOPERATIVE COMMITMENTS

1. **No Exchange of Financial Obligations.** This Agreement does not provide for any specific payment or exchange of money, and neither party shall incur any financial obligation on behalf of the other party. The Students will not be entitled to any monetary or other remuneration for services performed by them at the Agency Facilities, and the Agency shall not be required to pay the Students for any services performed by the Students in connection with the Fieldwork Experiences.

2. Term. This Agreement shall be in full force effective from and after the Effective Date to and including August 31, 2026, unless otherwise amended or sooner terminated as provided in this Agreement.

3. No Unlawful Discrimination. In the performance of this Agreement, the Agency and the School shall comply with all Applicable Laws prohibiting discrimination on the grounds of race, color, national origin, ancestry, religion, creed, sex, sexual orientation, gender identity or expression, age, physical or mental disability, marital status, or veteran's status. In addition, each party shall comply with all requirements of any applicable affirmative action laws.

4. Mutual Cooperation. The Agency and the School shall meet on a periodic basis to evaluate the Education Program, Fieldwork Experiences, and Students, and shall cooperate to ensure a successful Education Program and Fieldwork Experiences.

5. No Employer/Employee Relationship. Nothing in this Agreement is intended to, or shall be construed to, create an employer/employee relationship between the School and the Agency, or any of their officers, employees, agents, or representatives. The performance of obligations under this Agreement shall not entitle either party or its officers, employees, agents, and representatives to vacation, sick leave, retirement, or other benefits afforded the other party's employees. Each party shall be responsible for payment of applicable income, social security, and any other federal, state, county or municipal taxes and fees of their respective employees.

6. Students Not Agents. Under no circumstances shall any of the Students be considered officers, employees, agents, or representatives of the School or the Agency for purposes of this Agreement. This provision shall not be deemed to prohibit the employment of any Students by either party under a separate employment agreement. The School shall notify each Student of the contents of this paragraph.

D. RESPONSIBILITY AND INSURANCE

1. Neither party is responsible for the other. Neither party shall be responsible for the acts and omissions of the Students, the other party, or the other party's officers, employees and agents in carrying out this Agreement. A party shall not be liable for any judgment, settlement, award, fine or otherwise, which arises out of the acts and omissions of the Students, the other party, or the other party's officers, employees and agents, under this Agreement. To the extent either party utilizes its own equipment, products, or other personal property in the performance of its obligations under this Agreement, such party shall take ordinary care that such equipment, product, or other personal property is suitable and fit for the purpose intended by such party, free from defects which may damage the other party, and otherwise operates in accordance with applicable government standards and safety regulations. For the purposes of this Agreement, the Students are not employees or agents of the School or the Agency.

2. School Limitations.

a. School Responsibility. The School shall be responsible for damage or injury caused by the School's officers and employees in the course of their employment to the extent that the School's liability for such damage or injury has been determined by a court or otherwise agreed to by the School, and provided that funds are appropriated, allotted or otherwise properly made available for that purpose. This provision, in itself, shall not constitute or be interpreted to be any type of indemnification, defense, or hold harmless obligation of the School. The School's obligations hereunder shall survive the expiration or earlier termination of this Agreement.

b. School Cannot Indemnify. As the School is not authorized to agree to indemnify, defend, or hold harmless the Agency, or be responsible for the acts or omissions of any other persons or entities (except for the School's officers and employees), the School may not agree to any such obligations. In each instance in this Agreement or in connection with the implementation of the Education Program where the School is or may be obligated to (i) be responsible for the acts/omissions of other persons or entities (except the School's officers and employees) or (ii) indemnify, defend, or hold harmless the Agency or any other persons or entities, such obligations shall be deemed null and void, and of no force or effect.

c. Subject to funding. To the extent that the School is: (1) obligated to perform under this Agreement, (2) obligated to make any payments under this Agreement, or (3) deemed liable under this Agreement, the School's ability to satisfy such obligations or liabilities is limited to that which is permitted by law and is subject to the condition that funds are properly appropriated, allotted, or otherwise properly made available for the purpose of satisfying such obligations or liabilities. Notwithstanding anything to the contrary contained in this Agreement, this provision shall apply to and qualify each and every obligation of the School to perform under this Agreement.

3. Agency Indemnification. The Agency shall indemnify, defend, and hold harmless the School, its officers, employees, and agents and the Students from and against any and all claims, demands, suits, actions, causes of action, judgments, injunctions, orders, rulings, directives, penalties, assessments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees, costs and expenses) arising from: (a) any act or omission of the Agency or its officers, employees, agents, contractors, consultants, and any person acting for or on behalf of the Agency (collectively, the "Agency Agents"), (b) any accident, fire, or other incident or casualty on or within the Agency Facilities, and/or (c) any failure on the part of the Agency or the Agency Agents to observe or perform any of the terms and conditions herein or comply with any Applicable Laws. The Agency's obligations hereunder shall survive the expiration or earlier termination of this Agreement.

4. Agency Insurance. The Agency shall obtain, maintain, and keep in force throughout the term of this Agreement: (a) general liability and property damage (with an extended endorsement) insurance covering the use of the Agency Facilities in connection with the School's Education Program and the Fieldwork Experiences, and (b) if applicable, professional liability insurance, or any other form of insurance necessary to provide liability coverage for the services to be provided under this Agreement, all issued by one or more insurance companies authorized to do business in the State of Hawai'i, each coverage with minimum limits of at least One Million Dollars (\$1,000,000.00) arising out of each occurrence and at least Three Million Dollars (\$3,000,000.00) in the aggregate. The liabilities to be covered by the insurance described hereunder may be covered through a self-insurance program.

E. TERMINATION OF AGREEMENT

1. Either Party may Terminate. Either party may terminate this Agreement without cause by giving at least one hundred twenty (120) days prior notice in writing to the other party at the addresses hereinabove set forth. Such termination shall not take effect with regard to the Students already enrolled in the Education Program at the time of such notice until such time as those Students have completed their respective Fieldwork Experiences.

2. Survival of Obligations. Upon any termination or expiration of this Agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or are intended to or expressly survive such termination or expiration, as provided under this Agreement, including without limitation, indemnity and insurance obligations.

F. GENERAL PROVISIONS

1. **Dispute Resolution.** If any disputes arise concerning any aspect of this Agreement, the School and the Agency will use their best efforts to resolve such disputes by negotiating face-to-face within twenty (20) days of receipt of a letter describing the nature of the dispute and referencing this section of the Agreement. If the dispute is not resolved within thirty (30) days of this initial negotiation meeting, the parties shall submit the dispute to mediation with a mutually acceptable alternative dispute resolution firm, with the parties equally sharing the costs of the mediation (but each shall bear the cost of making its presentation to the mediator). If the dispute is not resolved within sixty (60) days of the initial mediation meeting or such further time as the parties may agree to or that the mediator deems is needed, either party may bring an action in the appropriate forum in the First Circuit, State of Hawai'i.

2. **Agency Requirements.** The Agency may from time to time adopt, amend, or impose such reasonable policies, procedures, guidelines, rules, requirements, and standards as the Agency deems necessary or desirable for the operation or use of the Agency Facilities in connection with the Education Program, including the conduct of the Fieldwork Experiences (collectively the "Agency Requirements"), provided, however, that the School's obligation to comply with any of the Agency Requirements shall be limited by and subject to (a) the School's limitations set forth in paragraph D.2 herein, (b) the School receiving prior written notice of the Agency Requirements, and (c) that the Agency Requirements:

- a. **Not inconsistent with Agreement.** Are not contrary to or inconsistent with the terms of this Agreement;
- b. **Applicable to the School's use.** Are applicable to the School's business in the Agency Facilities or the use of the Agency Facilities by the School, the Education Program faculty members and/or the Students in connection with the Education Program, including the conduct of the Fieldwork Experiences;
- c. **No action inconsistent with laws.** Do not require the School to take any action inconsistent with any Applicable Laws;
- d. **No additional material cost.** Do not impose any material additional cost, expense, or liability upon the School; and
- e. **No waiver.** Do not require the School to waive or release any rights, powers, authorities, or claims that the School may have or acquire.

Any Agency Requirements adopted or enforced by the Agency shall not be inconsistent with the terms, covenants, and conditions of this Agreement and to the extent that the Agency Requirements are inconsistent with the terms, conditions, and covenants of this Agreement, then the terms, conditions, and covenants of this Agreement shall control. Subject to the terms of this paragraph F.2 (Agency Requirements), the School shall observe and comply with the Agency Requirements.

3. **Risk Management.** In the event certain risk management issues, legal issues, claims or actions arise that could involve the School or the Agency, or their respective officers, employees, or agents, the parties agree to notify each other and cooperate to the extent permitted by law, available funding, insurance policies, or management decisions. Once claims or actions are filed, the parties acknowledge and understand that they will be represented by counsel and that their agreement to cooperate is subject to advice of counsel. Each party shall make reasonable attempts to include the other party in any settlement offer or negotiations. In the event the other party is not included in the settlement, the settling party shall immediately disclose to the other party in writing the acceptance of any settlement.

4. Notice. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, sent by overnight carrier, or sent by facsimile or email transmission to the following numbers and addresses, as appropriate:

To the Agency:

Name of the Agency Kauai Health & Healing partners LLC
 Name of Affiliate contact: Chany Hamilton
 Title of Affiliate contact: Licensed Clinical Social Worker
 Affiliate Address: 4547 Panahi Road
 City, State, Zip Code: Kapaa HI 96746
 Telephone: 808-212-5966
 Email Address: chany.hamilton@gmail.com

To the School:

Name of School contact: Tetine Sentell
 Title of School contact: Interim Dean
 College/School name: Thompson School of Social Work & Public Health
 Campus name: University of Hawai'i at Mānoa
 School address: 2430 Campus Road, Gartley Hall, Room 204
 City, State, Zip Code: Honolulu, Hawaii 96822
 Telephone: (808) 956-6300
 Email address: tsentell@hawaii.edu

5. Assignment. No party may assign or otherwise transfer any of its interests in or under this Agreement without the prior written consent of the other party.

6. Amendment. This Agreement shall not be amended except in writing signed by the parties.

7. Governing law. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Hawai'i, and the courts of the First Circuit of the State of Hawai'i shall have exclusive jurisdiction in any action to interpret or enforce this Agreement.

8. Waiver. Any waiver of the terms, conditions, or provisions of this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the terms, conditions, or provisions of this Agreement will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take any subsequent action. No exercise or enforcement by any party of that party's rights or remedies under this Agreement will preclude the enforcement by such party of any of its other rights or remedies that are available under this Agreement or by law.

9. Severability. If any provision of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be deemed invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid, void, or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the full extent permitted by law, and not affected thereby.

10. No Third Party Beneficiaries. This Agreement shall not be deemed to run to the benefit of any third party, including, without limitation, the Students.

11. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all oral or written agreements, understandings, and communications relating to such subject matter between the parties hereto prior to the Effective Date hereof.

12. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing, and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document. The submission of a signature page transmitted by facsimile (or similar electronic transmission facility) shall be considered as an "original" signature page for purposes of this Agreement.

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first written above and effective as of the Effective Date.

AGENCY:**UNIVERSITY:****UNIVERSITY OF HAWAI'I**

(Name of Agency - Private Entity)

By:



SignatoryChanay Hamilton, LCSW

Name of Private Agency SignatoryLicensed Clinical Social Worker

Title of Private Agency SignatoryKauai Health & Healing partners LLC

Name of Private Agency Department/ Division/ Section

Date:

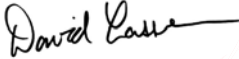
3/18/2022

By:

Signatory_____
Name of Private Agency Signatory_____
Title of Private Agency Signatory_____
Name of Private Agency Department/ Division/ Section

Date:

By:



SignatoryDavid Lassner

Name of University SignatoryPresident

Title of University Signatory_____
Name of School or CollegeUniversity of Hawai'i

Name of University or College campus

Date:

By:



SignatoryTetine Sentell

Name of University SignatoryInterim Dean

Title of University SignatoryThompson School of Social Work & Public Health

Name of School or CollegeUniversity of Hawai'i at Mānoa

Name of University or College campus

Date:

