AFFILIATION AGREEMENT FOR MENTAL HEALTH COUNSELING INTERNSHIPS

MENTAL HEALTH COUNSELING PROGRAM
Central Washington University  Department of Psychology
400 East University Way  Ellensburg, WA 98926-7575
Phone: (509) 963-2381  Fax: (509) 963-2307

This Agreement is made and entered into between Central Washington University ("School"), located at Ellensburg, Washington, and Central Washington Comprehensive Mental Health ("Training Site"), primary location in Yakima, Washington. The purpose of this Agreement is to contract with a Training Site, committed to training health care professionals, to provide desirable clinical learning experiences and facilities for School’s students who are enrolled in its Mental Health Counseling program (the "education program"). In consideration of the mutual covenants and agreements contained herein, School and Training Site agree as follows:

I. GENERAL PROVISIONS

A. School and Training Site agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School may develop letter agreements with Training Site to formalize operational details of the clinical education program. These details include, but are not limited to, the following:

- Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the clinical education program);
- Number of students eligible to participate in the clinical education program;
- Specific days, hours and locations for the clinical education program;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the faculty Liaison, clinical education Supervisor, and Preceptors, if any, referenced elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

B. School and Training Site will jointly plan the clinical education program and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.
C. School and Training Site will instruct their respective faculty, staff, and students participating in the clinical education program, to maintain confidentiality of student and patient information as required by law and by the policies and procedures of School and Training Site.

D. There will be no payment of charges or fees between School and Training Site.

E. There will be no discrimination against any program participant or applicant covered under this Agreement because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, sex, or sexual orientation, nor will School or Training Site engage in such discrimination in their employment or personnel policies.

II. SCHOOL'S RESPONSIBILITIES

A. School will provide information to Training Site concerning its curriculum and the professional and academic credentials of its faculty for the students at Training Site. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Training Site. School will be responsible for instruction and administration of the students' academic education program. School will notify Training Site in writing of any change or proposed change of its Liaison. School will have the final responsibility for grading students.

B. School's faculty will meet with the Training Site clinical education Supervisor Preceptors, if any, at the beginning, middle, and end of the clinical education program to discuss and evaluate the student's progress and the clinical education program. These meetings will take place in person if practicable, otherwise by telephone conference. School is responsible for arranging and planning the meetings. The school's faculty will be available for other consultations with site supervisors and students as needed.

C. School will provide the names and information pertaining to relevant education and training for all students enrolled in the clinical education program at least four weeks before the beginning date of the clinical education program. School is responsible for supplying any additional information required by Training Site as set forth in this Agreement, prior to the arrival of students. School will notify Training Site in writing of any change or proposed change in a student's status.

D. School shall require each student who may be placed in Training Site to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.834 and RCW 43.43.838, to release a copy of that record to
the School, and to authorize the School to transmit that record or copy thereof to Training Site. School shall inform the training site of any negative information found on a student’s criminal history background record, including conviction for offenses against person, adjudication of child abuse in a civil action, the issuance of a protection order, and disciplinary board final decisions. With written permission obtained from the student, Training Site may conduct criminal background inquiry directly with Washington State Patrol and the Training Site may refuse placement of a student who has a record of prior criminal conduct.

Training Site understands and agrees that any information forwarded to it by School has been procured through this process. School does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of Training Site.

E. School will comply with and ensure to the extent possible that students comply with the policies and procedures established by Training Site. School will notify each student of his/her status and responsibilities pursuant to this Agreement.

F. School will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the education program. School will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

III. TRAINING SITE’S RESPONSIBILITIES

A. Training Site will provide students with a desirable clinical education experience within the scope of health care services provided by Training Site. Training Site will designate in writing Preceptors, if any, to be responsible for the clinical education program, and will designate in writing one person as the clinical education Supervisor, who will maintain contact with the School-designated Liaison to assure mutual participation in and review of the clinical education program and student progress. Training Site will submit in writing to School the professional and academic credentials for the Preceptors and clinical education Supervisor. Training Site will notify School in writing of any change or proposed change of the Preceptors or clinical education Supervisor.

B. Training Site will provide students with access to sources of information necessary for the education program, within Training Site's policies and procedures and commensurate with patients' rights, including library resources and reference materials.

C. Training Site will make available to students basic supplies and equipment necessary for care of patients/clients and the clinical education program. Within the
limitation of facilities, Training Site will make available office and conference space for students and, if applicable, School faculty.

D. Training Site will submit required reports on each student’s performance and will provide an evaluation to School on forms provided by School.

E. Training Site retains full responsibility for the care of patients/clients, and will maintain the quality of patient care without relying on the students’ clinical training activities for staffing purposes.

F. Training Site will have the right to take immediate temporary action to correct a situation where a student’s actions endanger patient care. As soon as possible thereafter, Training Site’s clinical education Supervisor will notify School of the action taken. All final resolutions of the student’s academic status in such situations will be made solely by School after reviewing the matter and considering whatever written factual information Training Site provides for School; however, Training Site reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

G. On any day when a student is participating in the clinical education program at its facilities, Training Site will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. The student will be responsible for the costs of any and all care.

H. Except as provided in this Agreement, Training Site will have no obligation to furnish medical or surgical care to any student.

I. PROGRAM-SPECIFIC GUIDELINES AND REQUIREMENTS

The student’s internship should include all of the following:

1. 360 hours of direct service with clients appropriate to the program of study;
2. weekly interaction with an average of one (1) hour per week of individual and/or triadic supervision, throughout the internship, (usually performed by the on-site supervisor);
3. an average of one and one half (1 1/2) hours per week of group supervision provided on a regular schedule throughout the internship (This may include case staffing, case presentations, consultations)
4. the opportunity for the student to become familiar with a variety of professional activities in addition to direct service (e.g., record keeping, supervision, information and referral, in-service and staff meetings);
5. the opportunity for the student to develop program-appropriate audio
and/or videotapes of the student’s interactions with clients for use in supervision;

6. the opportunity for the student to gain supervised experience in the use of a variety of professional resources such as assessment instruments, technologies, print and nonprint media, professional literature, and research; and

7. a formal evaluation of the student’s performance during the internship by a program faculty member in consultation with the site supervisor.

A site supervisor must have:

1. a minimum of a master’s degree in counseling or a related profession with equivalent qualifications, including appropriate certifications and/or licenses;

2. a minimum of two (2) years of pertinent professional experience in the program area in which the student is completing clinical instruction; and

3. knowledge of the program’s expectations, requirements, and evaluation procedures for students.

IV. STUDENTS’ STATUS AND RESPONSIBILITIES

A. Students will have the status of learners and will not replace Training Site personnel. Any service rendered by students is incidental to the educational purpose of the clinical education program.

B. Students are required to adhere to the standards, policies, and regulations of Training Site during their clinical education program.

C. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by School during their clinical education program at Training Site.

D. Students assigned to Training Site will be and will remain students of School, and will in no sense be considered employees of Training Site. Training Site does not and will not assume any liability under any law relating to Worker’s Compensation on account of any School student’s performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at Training Site, nor will Training Site otherwise have any monetary obligation to School or its students by virtue of this Agreement.
V. LIABILITY COVERAGE PROVISIONS

A. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other nor does neither party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

B. School is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against School and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW. Students are covered under the student medical malpractice policy offered by the State of Washington, Office of Financial Management, Risk Management division, while working in the Training Site.

C. Training Site shall maintain professional liability insurance coverage of at least 1,000,000 per occurrence and 3,000,000 aggregate annual coverage for the full term of this agreement. Through that coverage, Training Site provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals. Students are required to be covered by professional liability insurance while enrolled in internship.

VI. TERM

A. This Agreement is effective beginning March 30, 2006, and will continue thereafter from year to year. This agreement will be reviewed no later than three years from its effective date, or earlier at the request of either party. School and Training Site will jointly plan student placement in advance of each year’s beginning, taking into account the needs of the school for clinical placement, maximum number of students for whom Training Site can provide a desirable clinical education experience, and the needs of other disciplines or schools requesting clinical placements.

B. This agreement may be canceled by written notice one year prior to termination; however, such termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents completion of their requirements for completion of the clinical education program.

VIII. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.
B. Amendment. This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.

C. Order of Precedence. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

1. This Agreement;
2. Attachments to this Agreement in reverse chronological order.

D. Governing Law. The parties’ rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

E. Notices. All notices, demands, requests, or other communications required to be given or sent by School or Training Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

(a) To School:
Central Washington University
400 East University Way
Ellensburg, WA 98926-7575

(b) To Training Site:
Central Washington Comprehensive Mental Health
PO BOX 951
Yakima, WA 98902

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

F. Survival. School and Training Site expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

G. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall

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be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

H. **Waiver.** Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

I. **Inspection.** Training Site will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

J. **HIPPA.** School voluntarily provides students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). Training Site will provide additional training on Training Site's specific HIPAA policies and procedures. School will direct its students and faculty to comply with the policies and procedures of Training Site. No protected healthcare information (PHI) is anticipated to be exchanged between Training Site and School. Solely for the purpose of defining students' role in relation to the use and disclosure of Training Site's PHI, students acting pursuant to this Agreement are defined as members of Training Site's workforce. However, School's students and faculty shall not be considered to be employees of Training Site.

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Central Washington University

By

By

By

Dean

Comprehensive Mental Health

By

By

By

Executive Director/CEO

Approved as to form:

Kim Loranz Assistant Attorney General
Attorney for College

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