

## AFFILIATION AGREEMENT

This Affiliation Agreement (the "Agreement") is entered into between the Jefferson County Public Schools Board of Education ("JCPS") and the University of Louisville, College of Education and Human Development (the "CEHD"). The CEHD offers its students a Mental Health and Counseling Psychology Program (the "Program") in the Department of Educational & Counseling Psychology, Counseling, and College Student Personnel. Students in the Program receive clinical experience to adequately prepare for future careers in counseling psychology. This clinical experience is fulfilled by placing Program students in a setting where they learn about the professional workplace under the supervision of licensed professionals. JCPS's WAGGENER HIGH SCHOOL ("WAGGENER") can provide the necessary setting and licensed professionals so Program students can complete the required clinical experience.

Therefore, in consideration of the promises herein, the parties agree as follows:

I. Responsibilities of WAGGENER:

- A. WAGGENER agrees to provide valuable and practical clinical learning experiences to all Program students assigned under the Agreement.
- B. In order to provide these experiences, WAGGENER will appoint a Site Supervisor who will collaborate with the CEHD's Clinical Program Coordinator ("Clinical Coordinator") to comply with all aspects of the Agreement. The Site Supervisor appointed by WAGGENER shall be a licensed mental health professional.
- C. The Site Supervisor agrees to fully cooperate with the Clinical Coordinator to develop clear and specific written objectives and activities for each student's clinical learning experience. These objectives and activities will be set forth in a Practicum Agreement to be prepared by the student in cooperation with the Clinical Coordinator and Site Supervisor. The Site Supervisor agrees to cooperate fully in evaluating each student's needs and qualifications to maximize each student's experience when collaborating on completion of the Practicum Agreement. A copy of the Practicum Agreement form is attached hereto and is incorporated into the Agreement by this reference.
- D. WAGGENER agrees that it will provide specific clinical experiences to each student as outlined in the student's final Practicum Agreement. The final Practicum Agreement may be amended as agreed upon by the student, Clinical Coordinator, and Site Supervisor at any time during the placement of the student with WAGGENER.
- E. During and after the Program student's clinical experiences, the Site Supervisor will provide verbal and written feedback to each student and the Clinical Coordinator. Written feedback will include, but not be limited to, performance of the objectives and activities in the final or amended Practicum Agreement, and will be provided in the middle and end of the student's placement with WAGGENER. More specifically, the written feedback will: (1) confirm that the objectives and activities previously agreed to

in the Practicum Agreement were completed by the student; (2) evaluate the overall performance of the student during all Practicum Agreement activities; and (3) provide comments concerning possible areas of improvement for the student.

- F. The number of students assigned to, and accepted by, WAGGENER at any given time shall be agreed upon by the Site Supervisor and the Clinical Coordinator. Likewise, the placement of individual students will be jointly agreed upon by the Site Supervisor and the Clinical Coordinator. The Site Supervisor agrees to cooperate fully with the Clinical Coordinator in determining how many students should be placed at WAGGENER at any given time and which individual students should be placed with WAGGENER.
- G. WAGGENER agrees to provide its regulations, policies, procedures, rules of conduct, and dress requirements to each Program student during an orientation session prior to the student beginning the clinical experiences with WAGGENER.
- H. WAGGENER agrees to immediately inform the Clinical Coordinator of any new or revised regulation, policy, procedure, rule of conduct, or dress requirement that could affect the clinical experiences of students. If the Clinical Coordinator believes that the new or revised regulation, policy, procedure, rule of conduct, or dress requirement affects the clinical experiences of students, WAGGENER agrees to immediately inform all Program students of the addition or revision.
- I. If WAGGENER believes that a Program student has violated a regulation, policy, procedure, rule of conduct, or dress requirement of WAGGENER, the Site Supervisor agrees to immediately notify the Clinical Coordinator by telephone and in writing of the circumstances of the possible violation. WAGGENER's written statement shall identify the specific regulation, policy, procedure, rule of conduct, or dress requirement violated, confirm when and how the student was informed of the regulation, policy, procedure, rule of conduct, or dress requirement prior to the violation, and all facts relevant to the alleged violation. The Clinical Coordinator and the student will then have ten (10) days to respond to WAGGENER in writing concerning WAGGENER's written statement of alleged violation. WAGGENER will then consider the written response(s) and make a final determination as to whether a violation occurred and whether the student should be prevented from returning to WAGGENER for further clinical experiences. WAGGENER will provide this final determination in writing to the Clinical Coordinator. Nothing in this agreement should preclude WAGGENER from exercising its right to immediately remove from its classrooms CEHD students who in the judgment of JCPS staff have an adverse influence on the welfare of JCPS pupils, detract from the total JCPS school program, or do not contribute to the advancement of the education and counseling profession.
- J. Subject to the provisions herein related to insurance/liability, WAGGENER agrees that while Program students, faculty, or administrators of the CEHD are on the premises of WAGGENER, WAGGENER is responsible for their protection and well-being.



WAGGENER will also retain responsibility for the quality of professional care for any student of WAGGENER and will ensure that no Program student is in the presence of a WAGGENER student without the Site Supervisor or another adult employed by WAGGENER present. Therefore, WAGGENER will maintain administrative and professional supervision of all individuals while on the premises of WAGGENER.

- K. Because active participation in the clinical experiences by Program students is an integral part of the Program and academic credit is earned by the Program student, WAGGENER is not required to provide any monetary compensation to the Program students for any activities.

## II. Responsibilities of the CEHD

- A. The CEHD shall designate an appropriately qualified faculty member to serve as the Clinical Coordinator under the Agreement. The Clinical Coordinator shall coordinate Program student clinical experiences, the placement of Program students with WAGGENER, and cooperate with the Site Supervisor appointed by WAGGENER in establishing each Program student's objectives and activities as outlined in the Practicum Agreement. The Clinical Coordinator shall also collaborate with the Site Supervisor to determine the number of Program students placed at WAGGENER and communicate with the Site Supervisor concerning any other aspect of the Agreement.
- B. If requested by WAGGENER, the Clinical Coordinator shall submit to WAGGENER a copy of the curriculum and course content of the academic portion of the Program.
- C. The Clinical Coordinator shall recommend a Program student for the placement at WAGGENER only if the student has successfully completed all necessary Program academic requirements.
- D. The Clinical Coordinator shall advise the Site Supervisor of any change in the approved status of the Program with the Commonwealth of Kentucky.

## III. Insurance / Liability

- A. If requested in writing, the CEHD Clinical Coordinator shall provide to WAGGENER a current Certificate of Insurance evidencing general liability coverage for CEHD students and faculty with limits of liability coverage not less than \$1,000,000 per occurrence.
- B. The Clinical Coordinator shall inform all Program students of the need to obtain professional liability insurance prior to beginning their clinical experiences at WAGGENER and to bring proof of that coverage to the orientation session conducted by WAGGENER.

- C. The parties agree that any Program student injured on WAGGENER's premises during scheduled clinical experiences will be medically assessed and provided with emergency care as appropriate through WAGGENER's available resources. The parties agree that Program students are not afforded protection under WAGGENER's worker's compensation or health insurance programs and that any expenses for emergency examination or treatment to a student shall not be the responsibility of WAGGENER or the CEHD. WAGGENER is entitled to request in writing from any student proof of health insurance or proof of certain inoculations, including T.B., Rubeola and Rubella.
- D. The parties agree that the placement of Program students for clinical experiences does not confer employment and Program students are not entitled to any employee benefits, including, but not limited to, Social Security or Unemployment Compensation.
- E. As stated above, the Site Supervisor agrees to inform all Program students of the provisions in this section at an orientation session before the students begin their clinical experiences.

IV. Confidential Information

- A. The Clinical Coordinator shall maintain confidentiality regarding all WAGGENER student information received during the clinical experiences of any Program students.
- B. The parties acknowledge that if WAGGENER is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to the extent that students or the Clinical Coordinator have access to protected health information ("PHI"), as such is defined under HIPAA, due to their participation in the student's placement at WAGGENER, it is agreed that for HIPAA purposes only, those students and the Clinical Coordinator are deemed to be part of the WAGGENER's "workforce" and involved in WAGGENER's "healthcare operation," as such terms are defined under HIPAA. Under such circumstances, the students and Clinical Coordinator shall be subjected to WAGGENER's written policies and procedures governing the use and disclosure of PHI. The parties further agree that they believe this Agreement does not create a business associate relationship between them under HIPAA. Notwithstanding the foregoing, nothing herein shall create or be construed as creating an employer-employee relationship between WAGGENER and the Program students or Clinical Coordinator.

V. Term and Termination

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- A. The Agreement shall commence on Jan 28th, 2014 and shall be in effect for an initial term of two (2) years. The Agreement may be renewed upon like terms for additional two (2) year periods if the parties agree in writing. Any agreement to extend these terms shall reference the Agreement and be signed by representatives of the parties with the express authority to bind the parties.

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- B. Either party may terminate the Agreement without cause at any time by giving ninety (90) days prior written notice to the other provided that Program students already placed with WAGGENER will be permitted to complete their clinical experiences.

VI. Claims

- A. If either party becomes aware of a legal claim or threatened legal claim involving the other party in conjunction with the Agreement, the party with knowledge of the legal claim or threatened legal claim shall inform the other party in writing within ten (10) days of receiving knowledge of the legal claim or threatened legal claim.

VII. Miscellaneous

- A. In the performance of any aspect of the Agreement, no individual will be discriminated against on the basis of race, sex, age, disability, religion, national origin, in any other legally recognized basis.
- B. The Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.
- C. Individuals executing the Agreement on behalf of the parties represent that they have been authorized to do so.
- D. Any amendment to the Agreement must be in writing and executed by both parties hereto.

AGREED TO BY:

JEFFERSON COUNTY PUBLIC SCHOOLS:

\_\_\_\_\_  
Donna Hargens, Ph.D. Date  
Superintendent

WAGGENER HIGH SCHOOL

\_\_\_\_\_  
Kathryn Zeitz Date  
Principal

UNIVERSITY OF LOUISVILLE:

\_\_\_\_\_  
Shirley C. Willingham, Ph.D. Date  
Executive Vice President and University Provost

~~RECOMMENDED BY~~ Reviewed by  
\_\_\_\_\_  
Julie Demunbrun, J.D. Date  
Associate University Counsel  
Office of University Counsel



W. Blake Haselton, Ph.D.

  
Date

Interim Dean

College of Education and Human Development



Jason Osborne, Ph.D.

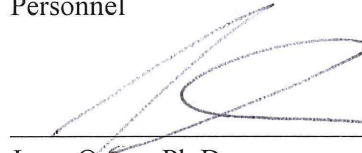
  
Date

Chair

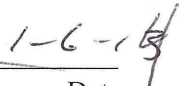
Department of Educational & Counseling

Psychology, Counseling, and College Student

Personnel



Jesse Owen, Ph.D.

  
Date

Training Director

Department of Educational & Counseling

Psychology, Counseling, and College Student

Personnel