

AFFILIATION AND INTERNSHIP AGREEMENT

This Agreement is made and entered into this 20th day of April, 2023, by and between the COUNSELOR EDUCATION PROGRAM at EASTERN KENTUCKY UNIVERSITY (hereinafter referred to as "SCHOOL") and Estill County Public Schools (hereinafter referred to as "INTERNSHIP SITE").

WHEREAS, SCHOOL provides an academic program in counseling and periodically desires to have its students (hereinafter referred to as "Counselor-in-Training") receive internship experiences by utilization of the facilities and personnel of INTERNSHIP SITE;

WHEREAS, INTERNSHIP SITE provides counseling services; and,

WHEREAS both SCHOOL and INTERNSHIP SITE are committed to the goal of providing the highest quality counseling personnel.

THEREFORE, in consideration of the foregoing and in further consideration of the mutual benefits of this internship program, the parties agree as follows:

A. TERM AND TERMINATION: This Agreement shall be in effect from the 14th day of August, 2023, until the 30th day of June, 2024. Either party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other party. All Counselors-in-Training participating in the internship program at the time any notice to terminate this Agreement is given shall be permitted to complete the program.

B. SCHOOL AND INTERNSHIP SITE JOINTLY AGREE:

1. There will be no discrimination against a Counselor-in-Training or faculty or staff member because of race, color, creed, gender, religion, age, national origin or disability in any aspect of this program.
2. The determination of the number of Counselors-in-Training who will participate in the program, the dates of the program, and the length of the program shall be a joint decision based on available staff, space, and necessary learning experiences in INTERNSHIP SITE.
3. That each party remains solely responsible for its own internal management and administration, including staff employment, faculty employment, and employee discipline. Each will remain responsible for the acts of their respective employees and agents.
4. In the event of an accident or incident which might involve a Counselor-in-Training or faculty or staff member, each party will submit to the other an incident or accident report to the appropriate department of SCHOOL or appropriate department of INTERNSHIP SITE.
5. This working arrangement will be interdependent and, accordingly, there will be

on-going, open communication between INTERNSHIP SITE and SCHOOL to ensure understanding of the expectations and roles of both parties in providing education for Counselors-in-Training.

6. Counselors-in-Training shall not be deemed, because of their participation in the internship program, employees of INTERNSHIP SITE for any purpose, including but not limited to compensation or fringe benefits, workman's compensation, unemployment compensation, minimum wage laws or any other purpose. This provision shall not prohibit the employment of any such participant by the INTERNSHIP SITE under a separate employment agreement.
7. Publication by Counselors-in-Training or SCHOOL staff or faculty of any material based on the educational experience at INTERNSHIP SITE will require prior approval of INTERNSHIP SITE and SCHOOL.
8. There shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner which will maximize the mutual benefits provided to INTERNSHIP SITE, SCHOOL, and the participating Counselors-in-Training.
9. SCHOOL may visit INTERNSHIP SITE for the purpose of planning and evaluating the program or discussing the Counselors-in-Trainings' performance. SCHOOL shall schedule visits with INTERNSHIP SITE at a mutually agreeable time.
10. That SCHOOL is an agency of the state and as such is vested with sovereign immunity, and nothing in this agreement shall be construed as a waiver of such immunity.
11. In the event of a dispute between the parties, the parties shall use their reasonable best efforts to resolve the dispute in an informal fashion and in good faith through consultation and communication or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.
12. This Agreement may be modified by mutual agreement of the parties; however, no amendments will be made unless in writing. No assignment will be made without written consent of the parties.

C. SCHOOL AGREES TO:

1. Furnish to INTERNSHIP SITE the following prior to the assignment of Counselors-in-Training:
 - a. A list of Counselors-in-Training to participate in the clinical experience at INTERNSHIP SITE;
 - b. The clinical areas and dates of assignments requested; and,

- c. Certain personal information of Counselors-in-Training needed for INTERNSHIP SITE to facilitate a criminal background check as follows:
 - i. Pursuant to KRS 161.042(2), all Counselors-in-Training shall be subject to the same state and national criminal records checks required of certified employees under the provisions of KRS 160.380. Accordingly, all Counselors-in-Training shall make application for such criminal records checks at the Board of Education of INTERNSHIP SITE and shall pay such fee as required of certified hires;
 - ii. Additionally, Counselors-in-Training shall comply with KRS 160.151, which requires an applicant for certified employment present the Board of Education of INTERNSHIP SITE with the Central Registry Check (Form DPP-156) from the Cabinet for Health and Family Services stating the applicant has no findings of substantiated child abuse or neglect;
 - iii. Any Counselor-in-Training with a criminal record may be disqualified from participating in the internship program in INTERNSHIP SITE, and no Counselor-in-Training with a finding of substantiated child abuse or neglect pursuant to KRS 160.151 shall be eligible to participate in the internship program in INTERNSHIP SITE.
2. Be responsible and maintain the sole responsibility for the planning, organizing, administering, and execution of the program of education for Counselors-in-Training, standards of education, the term of instruction, course content and Counselors-in-Training clinical/practical experience, methods and hours of instruction, assignments, supervision, and evaluation of Counselors-in-Training.
3. Direct all Counselors-in-Training, faculty, and staff to adhere to all regulations, policies, and procedures of INTERNSHIP SITE and SCHOOL.
4. Carry professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate and require Counselors-in- Training to purchase professional liability insurance in the same amounts.
5. Assist in the orientation of appropriate INTERNSHIP SITE personnel to the goals, objectives, and educational methods of the internship program.
6. Make reasonable efforts to instruct all Counselors-in-Training with regard to the confidentiality of INTERNSHIP SITE records and the responsibility and authority of the staff of INTERNSHIP SITE over patient care and INTERNSHIP SITE

administration.

7. Appoint an Academic Coordinator/Supervisor of the internship program to act as liaison between the parties and to arrange, in cooperation with INTERNSHIP SITE, the schedule of each Counselor-in-Training's assignments. The name, telephone number, and e-mail address of the Academic Coordinator/Supervisor shall be provided to INTERNSHIP SITE and updated as necessary.
8. Retain the responsibility for the determination of each Counselor-in-Training's final grade for the internship.

D. INTERNSHIP SITE AGREES TO:

1. Designate a SITE SUPERVISOR with:
 - a) For clinical mental health sites, a minimum of a master's degree in mental health, preferably counseling, OR, for school counseling sites, a minimum of a master's degree in school counseling;
 - b) Relevant certification or license;
 - c) A minimum of two (2) years of pertinent professional experience in the student's specialization; and,
 - d) Relevant training in counseling supervision.
2. Ensure that the SITE SUPERVISOR shall be responsible for the coordination and implementation of the clinical experience at INTERNSHIP SITE for approved Counselors-in-Training enrolled in the program. The SITE SUPERVISOR shall work with SCHOOL faculty and staff to develop additional operational details for this Agreement. The name, telephone number, and e-mail address of the SITE SUPERVISOR shall be provided to SCHOOL and updated as necessary.
3. Maintain at all times the responsibility for determining appropriate patient care.
4. Subject to availability, provide sufficient facilities, services, space, equipment, and supplies to support the clinical experience at INTERNSHIP SITE for approved Counselors-in-Training.
5. Retain the medical record of the patient; responsibility for client/customer care; the organization, administration, staffing, operations, and financing of its services; and, the maintenance of standards accepted for efficient management by the appropriate accrediting body and in accordance with applicable state and federal law.
6. Provide orientation to the SCHOOL'S Counselors-in-Training and faculty and

staff involved in the clinical experience at INTERNSHIP SITE and make available pertinent and applicable INTERNSHIP SITE policies, procedures, and rules/regulations, including those related to INTERNSHIP SITE safety and security (e.g. INTERNSHIP SITE access and exit procedures).

7. Carry liability insurance covering Counselor in Training's activities while working at INTERNSHIP SITE.
8. Provide emergency medical treatment to SCHOOL'S Counselors-in-Training and faculty and staff as follows:
 - a. INTERNSHIP SITE providers shall follow INTERNSHIP SITE policies and procedures to provide emergency first aid to the Counselor-in-Training or faculty or staff and arrange for emergency medical services transport to a community emergency department, if necessary, and
 - b. In the event of an exposure to an infectious disease, INTERNSHIP SITE providers shall follow INTERNSHIP SITE policies and procedures to provide immediate intervention consistent with OSHA and CDC guidelines and refer the Counselor-in-Training or faculty or staff to their provider for follow-up treatment.
9. Cancel the learning experience of any Counselor-in-Training whose performance is unsatisfactory, whose professional behavior interferes with the development of client services within INTERNSHIP SITE, whose health is a detriment to the Counselor-in-Training's successful completion of the program, or who violates the established rules and regulations. However, INTERNSHIP SITE will not act arbitrarily and will notify the SCHOOL's Academic Coordinator/Supervisor as soon as possible.
10. Ensure that the Counselor-in-Training has the opportunity to accumulate the agreed upon clock hours.
11. Be responsible for informing personnel regarding the rights and privileges of SCHOOL'S Counselors-in-Training and faculty and staff.
12. Make available to Counselors-in-Training, if applicable, use of its facilities, services, space, equipment, supplies, food services, conference rooms, dressing rooms, and library/resource room, as available and required by the internship program, without charge except for food consumed by the participants.
13. INTERNSHIP SITE shall indemnify and hold SCHOOL harmless from loss/damage caused by INTERNSHIP SITE.
14. Conduct itself in accordance with the Code of Ethics of the American Counseling Association and, where applicable, the American School Counselor Association's

(2016) Ethical Standards for School Counselors, and with the law of the state in which the INTERNSHIP SITE is located.

15. Ensure the SITE SUPERVISOR meets with Counselors-in-Training a minimum of one (1) hour each week for individual or triadic supervision sessions and is available for on-site emergency situations.
16. Ensure the SITE SUPERVISOR reviews “live” samples of the Counselor-in-Training’s involvement with their client(s). This work sample must be at least thirty (30) minutes in length and can be reviewed by direct observation, audiotapes, or videotapes.
17. Ensure the SITE SUPERVISOR validates with signature the amount of clock hours Counselors-in-Training spent on various counseling related activities. Counselors-in-Training will complete the internship log sheets for signature of the SITE SUPERVISOR.
18. Ensure the SITE SUPERVISOR collaborates with SCHOOL’s Academic Coordinator/Supervisor on the Counselors-in-Trainings’ progress and completes a written evaluation of the Counselors-in-Trainings’ performance and potential on a form to be provided by SCHOOL.

E. GENERAL:

1. **NOTICE:** Any notice required or permitted to be given under this Agreement will be in writing and will be deemed given at the time it is deposited in the United States mail, postage pre-paid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

SCHOOL: Eastern Kentucky University
521 Lancaster Avenue
Richmond, KY 40475

INTERNSHIP SITE: Estill County Public Schools
253 Main Street
Irvine, KY 40336

2. **GOVERNING LAW:** This Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Kentucky.
3. **HEADINGS:** The headings in this Agreement are intended only for ease of reference and shall not be considered in the construction or interpretation of this Agreement.
4. **COOPERATION IN THE EVENT OF A CLAIM:** Subject to the terms of the respective professional liability and malpractice insurance policies of the parties,

each of the parties hereto shall cooperate with each other in the conduct of any suits arising from a student's participation in the internship program at INTERNSHIP SITE.

5. **WAIVER:** The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature. The waiver of one or more provisions of this Agreement does not act as a waiver of the entire Agreement. If one provision is deemed modified or waived by the Agreement of the parties, the Agreement shall continue to be valid between the parties with the modification as agreed upon.
6. **SEVERABILITY:** In the event any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, then the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law and the balance of the Agreement shall remain in full force and effect.
7. **COMPLETE AGREEMENT:** This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements, oral or written, relating thereto.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates set forth below.

INTERNSHIP SITE:
Estill County Public Schools

By: Jeffrey L. [Signature]

Title: Superintendent

Date: 4/20/2023

SCHOOL:
Eastern Kentucky University

Department Approval

By: _____

Title: _____

Date: _____

Dean Approval

By: _____

Title: _____

Date: _____