

AFFILIATION AGREEMENT FOR CLINICAL TRAINING PSY.D. PROGRAM IN CLINICAL PSYCHOLOGY

This Agreement is made and entered into this ____ day of _____, 20__ by and between _____ (Placement Site) and University of La Verne (University) to set forth the terms and conditions under which Placement Site and University will jointly undertake a program of clinical instruction (the Clinical Program) for students in University's Psy.D. Program in Clinical Psychology (Students) to be offered at Placement Site.

This clinical training affiliation is a mutual understanding and collaborative commitment between University and Placement Site in providing high quality clinical experiences to Students in practicum and reflects the parties' intent to promote high quality clinical training in psychotherapy, psychological assessment, and other professional activities through coordinated training objectives, supervised experiences, and enriched professional development.

In consideration of the mutual covenants and agreements contained, the sufficiency of which is hereby acknowledged, University and Placement Site agree as follows:

I. DESCRIPTION OF CLINICAL PROGRAM. University and Placement Site agree that the Clinical Program will comport with the provisions detailed below and further specifications that University and Placement Site may develop to formalize operational details of the Clinical Program:

A. General Information

1. Practicum hours should range from 15 to 25 hours per week for each academic semester for no less than 40 weeks over the course of a calendar year. Thus, Students should achieve a minimum of 600 service hours at Placement Site. Students may begin training at Placement Site prior to fall semester (i.e. in summer before fall semester begins) but may not begin training at the Placement Site before July 1st. University desires that Students' placements be limited to an 11 month period but will accommodate year-long (12 month) placements. No placement may exceed 12 months.
2. Training provided: Weekly interdisciplinary training group, monthly staff training and other training activities will be made available to Students.
3. Students will not pay a training fee to the Placement Site.
4. The University and the Placement Site will expect and require that Students abide by the ethical standards of the American Psychological Association (APA). Students will be provided with these standards by the University as part of their coursework.

B. Designation of Practicum Status

1. During the period of their field placement experience, Students will be enrolled in a practicum course. The University will notify the Placement Site when a Student in the Placement Site's training program has withdrawn from the doctoral program or is not qualified for any other reason to continue in a practicum placement as determined by the University.
2. Students will receive a Clinical Training Handbook from the University that will instruct them on requirements and procedures as defined by the University.

II. PRACTICUM PLACEMENT LETTERS OF AGREEMENT. Prior to the commencement of any Student's clinical training with Placement Site, the parties will execute a Practicum Placement Letter of Agreement containing the following details (in a format substantially similar to Exhibit 1):

- 1.1 Name(s) of Student(s) assigned to Placement Site and participating in the Clinical Program.
- 1.2 Name and address of the Placement Site.
- 1.3 Start date and anticipated length of practicum experience.
- 1.4 Specified days and hours for the clinical training (if known);
- 1.5 Specific learning objectives and performance expectations for Students (if other than as specified in this Agreement).
- 1.6 Timeframes and format for Student program reports and evaluation forms.
- 1.7 Name and Contact information for Designated University Faculty Liaison.

Such letter agreements will be subject to the terms of this Agreement, will be binding when signed by authorized representatives of each party, and may be modified only by subsequent letter agreements signed by authorized representatives of each party. In the event of a conflict between the terms of this Agreement and the letter agreements, the terms of this Agreement shall prevail.

III. STUDENTS. The parties acknowledge and agree that Students participating in the Clinical Program will have the status of learners, and Student services will not be utilized in lieu of those of professional or nonprofessional staff. As a part of the Clinical Program, Students may provide patient care related services, and any benefits of such services to the Placement Site or patient are incidental to the educational purpose of the Clinical Program.

- A. Student Status. The parties expressly understand and agree that Students assigned to Placement Site as part of the Clinical Program: (a) are in attendance for educational purposes; (b) are and will remain students of University, and will in no sense be considered employees of Placement Site; (c) Students will not be entitled to any monetary or other

remuneration for services performed by them at Placement Site while participating in the Clinical Program; and (d) Notwithstanding other provisions of this paragraph, Students are considered members of Placement Site's "workforce" for purposes of HIPAA compliance.

- B. Selection Process. Students will be expected to apply for a practicum with the Placement Site according to the procedures and the process required by the Placement Site. All qualified students of the University's Psy.D. Program are eligible to apply for clinical placement at the Placement Site. The Placement Site will select appropriate students for placement in the Clinical Program through its own application and selection process.
- C. Adherence to Policies and Procedures. Students will be expected to adhere to the Placement Site's administrative and clinical policies and procedures. Students will receive a Clinical Training Handbook from the University that will instruct them on requirements and procedures as defined by the University.
- D. Student Agreements. The Placement Site will procure a written agreement with each Student that specifies the terms and conditions of the training program and the clinical responsibilities of Students. Upon receipt of the Student's signed agreement, the appropriate representative of the Placement Site will sign and return to the University's Program Chair/DCT the Practicum Placement Letter of Agreement authorizing the Student's participation in the Clinical Program.
- E. Counting of Service Hours. Students will not receive credit as direct service hours of experience when clients cancel or do not appear for sessions.

IV. COMPENSATION. There will be no payment of charges or fees between University and Placement Site.

V. NONDISCRIMINATION. The parties agree that they shall not discriminate in any of their programs or contracts against any person because of race, color, religion (creed), sex, gender identity or expression, sexual orientation, national origin (ancestry), disability, age, genetic information, marital status, citizenship, pregnancy or maternity, protected veteran status, or any other status protected by applicable national, federal, state, or local law.

VI. UNIVERSITY'S RESPONSIBILITIES

- A. Academic Program Administration. University will be responsible for instruction and administration of the Students' academic experience. University shall have full authority to determine the requirements for each Student's matriculation and participation in the Clinical Program, and for decisions regarding grading, promotion, graduation, and the awarding of degrees.
- B. Clinical Program Curriculum and Administration. University shall design and deliver the curriculum for the Clinical Program, including development of Student learning objectives, orientation plan, and identification of appropriate learning activities during placement at Placement Site. University shall also monitor the quality of the Clinical Program and modify it as needed to reflect evaluative input received from Placement Site.

- C. University Policies. University shall provide Placement Site a statement of its policies on illness and injury, time loss for special events, class attendance requirements, and any other policy applicable to Student performance during the Clinical Program.
- D. Student Evaluation Tools. University will provide forms for the evaluation of Students or develop Student performance evaluation tools in conjunction with Placement Site.
- E. Faculty Liaison. University will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Faculty Liaison with Placement Site, who shall be responsible for the Students. University agrees to notify Placement Site in writing of any change of its Faculty Liaison. University's liaison will coordinate with the Clinical Supervisor at the beginning and end of the clinical education program to solicit Placement Site input regarding the Clinical Program.
- F. Change in Student Status. During the period of clinical training placement, University shall ensure that Students are enrolled in a practicum course. University will notify Placement Site if a Student participating in the Clinical Program has withdrawn from University's Psy.D. Program in Clinical Psychology or is not qualified for any other reason to continue in the Clinical Program as determined by University.
- G. Academic Information. University will provide and maintain records and reports of Students as necessary to conduct the education of the Students and will provide to Placement Site information pertaining to relevant education and training for all Students participating in the Clinical Program at least four (4) weeks before the commencement of the clinical training placement.
- H. Proof of Immunization and Additional Required Documentation. When required by Placement Site, prior to the commencement of Students' clinical training placement, University shall: (A) require each Student to show proof of current immunizations (or a signed waiver if applicable) in accordance with CDC recommendations for health care personnel including those for tetanus, diphtheria, pertussis, hepatitis B, measles, mumps, rubella, chicken pox, and polio, and proof of testing for tuberculosis within the twelve months prior to the assignment of Student to Placement Site; and (B) notify each Student that, to participate in the Clinical Program at Placement Site, he or she must (1) complete all medical examinations requested by University or Placement Site, (2) provide all information which may be required by the University or Placement Site for participation in the Clinical Program, including but not limited to immunization records and criminal history records, and (3) authorize release of such information to Placement Site as permitted or required by law.
- I. Discipline. University agrees to discipline Students willfully violating Placement Site rules, policies, procedures, or standards of professional conduct.
- J. Withdrawal and/or Removal of Students. University is responsible for withdrawal of a Student from the Clinical Program if Placement Site or University determines that the Student's performance is inadequate, including, but not limited to, instances of inappropriate behavior, malpractice or unethical conduct. Notwithstanding the foregoing, should a Student's performance at any time be determined by Placement Site to be unacceptable, Placement Site shall have the right to immediately correct the situation,

which may include the demand for removal of the Student from the Clinical Program, and University agrees to honor any such demand.

- K. Student Insurance. University will encourage each Student participating in the Clinical Program to acquire and maintain comprehensive health and accident insurance that will provide continuous coverage of the Student during his or her participation in the Clinical Program. University will inform Students that they are responsible for their own health needs, health care costs, and health insurance coverage. University also will inform Students that they are required to obtain and maintain professional liability insurance in accordance with the insurance requirements of this Agreement.
- L. Adherence to Placement Site Policies. University shall require that Students adhere to Placement Site rules, policies, procedures, standards of professional conduct, including without limitation successful completion of a background check prior to participation in the program and those concerning confidentiality of patient health care information. University shall notify Students of their obligation under this paragraph.

VII. PLACEMENT SITE'S RESPONSIBILITIES

- A. Clinical Learning Experience. Placement Site shall provide, within the limits of its facilities and staff and consistent with its goals, a clinical training experience for Students enrolled in the Clinical Program in accordance with the terms of this Agreement.
- B. Emergency Response Plan. Placement Site shall have a written plan for handling clinical emergencies at each site where Students are providing clinical training services.
- C. Clinical Supervisors. Placement Site shall designate in writing a person or persons to supervise the learning experiences of the Students, and shall designate in writing one person under its employment to serve as primary clinical supervisor, who will maintain contact with the Faculty Liaison to assure mutual participation in and review of the Clinical Program and Student progress. Placement Site shall ensure that the primary clinical supervisors under possess a doctoral degree and have the training, experience, and qualifications to supervise Psy.D. practicum students. Placement Site shall notify University in writing of any change or proposed change of the designated supervisors. Placement Site shall require the primary clinical supervisors to comply with the following provisions:
 - 1. The primary clinical supervisor will review and sign the *Practicum Hours Verification* for each of their Student supervisees and return it to the University's Program Chair/DCT using the *Time2Track* system, who will provide Students with a copy. This is to be completed at the midpoint and end of Students' clinical training at the Placement Site.
 - 2. The primary clinical supervisor will review and sign the *Practicum Evaluation* for each of their Student supervisees and return it to the University's Program Chair/DCT using the *Time2Track system*, who will provide Students with a copy. This is to be completed at the midpoint and end of Students' clinical training at the Placement Site.

3. A clinical supervisor shall not be related to any Student under his or her supervision, nor may a clinical supervisor have any type of relationship that reasonably may be perceived as undermining the authority or effectiveness of the supervision.
4. The clinical supervisors shall demonstrate an understanding of all applicable California laws and regulations pertaining to supervision of practicum students.

D. Clinical Supervision. The Placement Site, through its clinical supervisors, shall have the primary responsibility for ensuring that the extent, kind and quality of the services performed by Students is consistent with the training and experience of Students and conforms to the following:

1. Placement Site will provide each Student with a minimum of one hour of individual supervision per week with a licensed psychologist (or Postdoc accruing hours toward licensure). Where possible, University also desires that group supervision be provided. Secondary supervision may be provided by other licensed professionals (i.e., MFT, LCSW) with approval of the University's Program Chair/DCT. Preferably, group supervision will not include more than eight students. When the clinical supervisor is unavailable for any given week, students will receive supervision from another qualified licensed professional as arranged by the Placement Site.
2. In monitoring the clinical practice of Students, the clinical supervisors will utilize the following methods: Reporting cases in supervision, review of clinical notes, and occasional observation of clinical work. Consistent with the Standards of Accreditation of the American Psychological Association, the clinical supervisor responsible for evaluating a Student trainee's performance must base part of that evaluation on direct observation. Such observation may be in-person observation (e.g. in-room or one-way mirror observation of direct service contact), live simultaneous audio-video streaming, or review of audio or video recording. At minimum, clinical supervisors are to conduct one direct observation per evaluation period (mid-year and final evaluation). The Placement Site will provide Students with written procedures on how the quality of the clinical services performed by students will be monitored by the clinical supervisors and the Placement Site.

E. Evaluation and Reporting. Placement Site shall submit required reports on each Student's performance and shall provide an evaluation to University on forms provided by University. Placement Site shall notify University of any significant situation or problem that may threaten a Student's successful completion of the Clinical Program.

1. In consultation with the University's Program Chair/DCT, the Placement Site will give clinical assignments within the Student's scope of practice and will assess each Student's level of clinical competence on an ongoing basis.
2. The Placement Site will provide students with ongoing feedback and evaluation of their training progress as specified above.

- F. Privacy of Education Records. Placement Site acknowledges that University is subject to the Family Educational Rights and Privacy Act (FERPA) and that personally identifiable information and other matters directly related to a student either disclosed by the University to Placement Site or created by Placement Site in connection with the Clinical Program: (1) shall not be disclosed or re-disclosed to any person or entity other than University officials without the prior written consent of the student, except as provided below; and (2) shall be viewed only by Placement Site officials or staff who have a legitimate need to view such information to verify the qualifications of the student to participate in the Clinical Program or in connection with evaluation and reporting the Student's performance to University. Placement Site may disclose/re-disclose the Student's information in required by a State, Federal or accreditation agency investigating care provided to patients of Placement Site, or if required pursuant to law.
- G. Resources. Placement Site will provide Students with access to sources of information necessary for the Clinical Program consistent with Placement Site policies and procedures and commensurate with patients' rights, including library resources and reference materials.
- H. Placement Site Policies. Placement Site shall provide to Students a copy of Placement Site's rules, regulations, policies and procedures with which Students are expected to comply, including, but not limited to, the Placement Site's HIPAA, OSHA, personal and workplace security and personal safety policies and procedures and will address all appropriate safety measures for all Students and any University instructors on site.
- I. Supplies and Equipment. Placement Site will make available to Students basic supplies and equipment reasonably necessary to provide clinical training services as part of the Clinical Program.
- J. Emergency Care. On any day when a Student is participating in the Clinical Program at its facilities, Placement Site will provide to such Student, within the limits of its facilities and staff, necessary emergency health care or first aid for events occurring in its facilities until the Student can be transferred to another appropriate care setting. Such emergency care will be provided on a fee-for-service basis. Placement Site shall have no obligation to pay for medical care for any Student.

VIII. INSURANCE.

a. Placement Site shall maintain in full force and effect, at its sole expense and written by outside carriers acceptable to University, (1) comprehensive general liability insurance to cover its employees and instructors (as applicable) at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and (2) professional liability insurance for such employees and instructors at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance requirements specified in this Section may be satisfied by self-insurance or a combination of self-insurance and insurance written by outside carriers acceptable to University.

b. University shall maintain in full force and effect not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate

commercial general liability insurance and provide Placement Site with an additional covered party endorsement naming the Placement Site as an additional covered party.

c. Each Student shall be required to obtain and maintain during his or her participation in the Clinical Program professional liability insurance in the amount of \$1,000,000, said amount being the total liability of the college for all damages arising from any one occurrence and \$3,000,000 aggregate, said amount being the total liability of the college for all such occurrences.

IX. INDEMNIFICATION. The parties, and each of them, mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims, demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorney' fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees, but only in proportion to and to the extent such liability, claims demands, debts, suits, actions, causes of action, or attorney's fees are caused by or result from the negligent or intentional acts of omissions of the indemnifying party.

X. TERM. This Agreement is effective beginning _____ and will continue in effect for five (5) years, unless terminated in accordance with Section XI. The parties may renew this Agreement for an additional five-year term by written agreement prior to the termination date.

XI. TERMINATION. Either party may terminate this Agreement with or without cause by giving the other party sixty (60) days advanced written notice; however, in the event an academic semester has commenced, such notice shall not become effective until the academic semester has concluded. Students in good standing currently matriculated in a Clinical Program that is in progress at the time of termination may complete that clinical placement.

1. Immediate Termination as to Individual Students. Placement Site reserves the right to take immediate action to terminate the use of its facilities by any Student where it deems it necessary to maintain its operation free of disruption and to ensure quality for patient care.

MISCELLANEOUS PROVISIONS

XII. 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 addressed in this Agreement.

XIII. AMENDMENT. This Agreement may only be modified 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.

XIV. 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 California.

XV. REPRESENTATIVES. Each party designates an individual as its respective representative (each, a “Representative”) to manage its respective performance under the terms of this Agreement. All notices, demands, requests, or other communications required to be given or sent by University or Placement Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed to the Representative as follows.

Placement Site Representative	University Representative
Name:	Name:
Address:	Address:
Tel:	Tel:
Fax:	Fax:
Email:	Email:

XVI. NOTICES. 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.

XVII. SURVIVAL. University and Placement Site expressly intend and agree that the indemnification and privacy provisions of this Agreement shall survive the termination of this Agreement, regardless of the reason for termination.

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

XIX. WAIVER. Neither the waiver by any of the parties of a breach of or a default under any of the provisions of this Agreement nor the failure of either of the parties to enforce any of the provisions of this Agreement or to exercise any right or privilege on one or more occasions will 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.

XX. INSPECTION. Placement Site will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of University.

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XXI. MUTUAL REPRESENTATIONS AND WARRANTIES. Each party represents and warrants that (i) it will comply with all applicable laws, rules, regulations and orders of any governmental authority in connection with its performance under this Agreement, and (ii) it has the necessary authority to enter into this Agreement and carry out its obligations hereunder.

UNIVERSITY OF LA VERNE
("University")

("Placement Site")

By

By

Dr. Jonathan Reed, Ph.D.
Provost and Vice President for Academic
Affairs

(Name)

(Title)

Exhibit 1

AFFILIATION AGREEMENT FOR CLINICAL TRAINING
PSY.D. PROGRAM IN CLINICAL PSYCHOLOGY
Practicum Placement Letters of Agreement

Pursuant to the Affiliation Agreement for Clinical Training in Psy.D. Program in Clinical Psychology dated _____ between the University of La Verne (University) and _____ (Placement Site), the parties agree to the following clinical training:

Name(s) of Student(s): _____

Name and address of the Placement Site: _____

Name and Contact information for Designated University Faculty Liaison:

Start date and anticipated length of practicum experience: _____

Specified days and hours for the clinical training (if known): _____

Specific learning objectives and performance expectations for Students (if other than as specified in the Agreement): _____

(Attach additional pages as necessary).

Timeframes and format for Student program reports and evaluation forms:

By signing below, the parties acknowledge and agree to the terms of the clinical placement specified above.

University
UNIVERSITY OF LA VERNE

Placement Site
[NAME]

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____