

**AFFILIATION AGREEMENT**

**between Texas A&M University-Corpus Christi**

**and [Insert Field Site Placement Name]**

**Re: Counseling and Educational Psychology Training**

This Affiliation Agreement (the “Agreement”) is entered into by and between the **Texas A&M University – Corpus Christi**, a member of the Texas A&M University System, an agency of the State of Texas, on behalf of its Department of Counseling and Educational Psychology located at 6300 Ocean Drive, Unit 5834, Corpus Christi, Texas (the “Institution”), and **[Insert Field Site Placement Name** and address] (“The Facility”). Institution and Facility individually may be referred to as a “Party” or collectively as the “Parties”.

**RECITALS**

WHEREAS, Institution is an institution of higher education with a Department of Counseling and Educational Psychology, which provides counseling education to Institution students (collectively the “Students” or individually the “Student”);

WHEREAS, clinical training or supervised fieldwork experience (“Training”) is a required and integral component of the Institution’s professional counseling curriculum;

WHEREAS, the Facility has Training opportunities available in the field of counseling;

WHEREAS, Training is a required and integral component of the Institution’s professional counseling curriculum;

WHEREAS, the Institution desires the cooperation of Facility in the development and implementation of the Training phase of its curriculum;

WHEREAS, the Facility wishes to join the Institution in the development and implementation of a clinical or supervised fieldwork program at Facility for Institution’s Students.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Institution and the Facility enter into this Agreement on the terms and conditions set forth below.

1. **Institution and the Facility Mutual Responsibilities**

The parties shall be jointly responsible for the following:

1. To establish the educational objectives for the Training, devise methods for their implementation and continually evaluate to determine the effectiveness of the Training. There will be on-going, open communication between the Parties to promote understanding of the expectations and roles of both institutions in providing the Training. The Parties will meet as needed at the convenience of both Parties to coordinate and improve the clinical rotation.
2. The Institution agrees to select and assign Students to the facility. Facility reserves the right to interview any Student selected by the Institution prior to accepting that Student for Training at Facility. Students selected for assignment shall be assigned to Facility for a period of time mutually determined in advance by the Parties based on Facility staff and space availability, this may be altered by thirty (30) days written notice.
3. For purposes of the Family Educational Rights and Privacy Act (FERPA), Institution designates Facility as a school official with a legitimate educational interest in any educational records (as defined in FERPA) to the extent Facility require access to those records to fulfill its obligations under this Agreement. Facility shall comply with FERPA as to any such educational records.  Facility is prohibited from redisclosure of the educational records except as otherwise authorized by FERPA.  Further, Facility and its officers, and employees are only permitted to use the educational records for the purpose of meeting their obligations under the Agreement.
4. This Agreement does not prevent Facility from participation in any other program. Nor does this Agreement prevent Institution from placing Students with other facilities.
5. **Institution Responsibilities**

The Institution shall be responsible for the following:

1. Designate a coordinator, hereinafter referred to as “Clinical Coordinator” to administer the Institution’s responsibilities related to the Training.
2. Maintain full authority, responsibility and control over the business, policies, operations and general administration of the counseling program, including curriculum, evaluation of Students, administration, instructor appointments, and other matters that are normally reserved Institutionfunctions, such as granting degrees and advising Students.
3. Prior to Training commencing, Institution shall furnish a list of Students and any additional relevant information as reasonably requested by Facility.
4. Advise Trainees of their responsibilities regarding participation in the clinical rotation to abide by all applicable rules, regulations, policies and procedures of the Facility and comply with all applicable federal and state laws and regulations.
5. Ensure Trainees attend clinical rotation orientation, if required by Facility.
6. **Facility Responsibilities:**

The Facility shall be responsible for the following:

1. To provide adequate and necessary physical facilities and equipment necessary to conduct Training.
2. To designate the Authorized Site Representative who will be responsible for organizing and coordinating the planning and implementation of the Training.
3. To advise the Institution of any changes in personnel, operation or policies that may affect the Training.
4. To determine the number of Students which it can accommodate during a given period of time.
5. To inform the Student and the Institution of the Facility’s requirements (i.e., health status, criminal background) for acceptance into the Facility’s clinical or supervised fieldwork program.
6. Provide training to Students regarding the rules, regulations, policies, and procedures of the Facility, including confidentiality requirements.
7. To provide a minimum of one hour of individual or triadic supervision for each Student per week. All Facility employees who provide supervision and instruction to Students (“Training Supervisors”) at the Facility must have a minimum of master’s degree in counseling or a related profession, including appropriate certifications and/or licenses, and have a minimum of two (2) years of pertinent professional experience in the area. Training Supervisors shall perform their duties, obligations, and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules, and regulations of the Institution as may be in effect from time to time.
8. To make available, whenever possible, emergency health care for the assigned Student. The Student will otherwise be responsible for his or her own health care, including maintaining his or her own medical insurance.
9. Assist the Institution in the review of Students, including advising the Institution of any serious deficiency noted in the ability of an assigned Student to progress toward achievement of the stated objectives of the Training. It will then be the mutual responsibilities of the Student, the Authorized Site Representative, Training Supervisor, and the Clinical Coordinator to devise a plan by which the Student may be assisted to achieve the stated objectives.
10. To have the right to terminate any Student whose health, as permitted by law, or performance, is a detriment to Facility client well-being or to achievement of stated objectives of the Training after conferring with the Clinical Coordinator.
11. To restrict Student’s access to any client records except in the course of the Student’s duties under the Training. Students will be bound by all Facility confidentiality policies and procedures, as and all applicable federal, state, and local laws and ordinances concerning the confidentiality of client records.
12. To comply with the federal, state, and local laws and ordinances concerning human subject research if Students participate in such a research program.
13. **General Terms and Conditions**
14. The Facility’s Authorized Site Representative may complete and sign training agreement documents (electronic) that are submitted by the Institution that specify Students planned educational/internship program details. Completion of these training agreement documents is for informational purposes only.
15. **Non-Discrimination.** In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, the Parties will not discriminate, sexually harass, or retaliate against any faculty, Resident, or employee because of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, gender identity, or any other basis protected by law. Should either Party be given actual or constructive notice of discrimination, harassment, or retaliation on the basis of any of these protected classes, the Parties will cooperate in an investigation to ascertain the facts; stop the discriminatory, harassing, or retaliatory conduct; remedy the effects of such conduct; and prevent the recurrence of such conduct. Institution takes responsibility for training its Students on its nondiscrimination policies and grievance procedures, and Facility takes responsibility for training its employees on its nondiscrimination policies and grievance procedures.
16. **Insurance.** Institution shall provide, if requested, proof of student blanket professional liability insurance coverage for or on behalf of student.
17. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties are independent contractors, and neither Party nor any Student or employee of the Parties shall be deemed to be an employee, partner, joint venturer, or agent of the other Party. The Parties are solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance.
18. **Term and Termination**. This Agreement shall be effective for a period of three (3) years from the date of signature when executed by both parties (“Effective Date”) (“Initial Term”), unless sooner terminated as provided in this Agreement. This Agreement may be renewed for up to two (2) additional one (1) year terms (each a “Renewal Term”) by mutual written agreement of the Parties. An election not to renew this Agreement shall not constitute an act of termination or breach by either Party. Either Party may terminate this Agreement without cause by giving thirty (30) days written notice to the other. Trainees scheduled to participate in the clinical rotation at the time of any such termination shall be allowed to complete their assigned rotations.
19. **Notices**. All notices required to be given under this Agreement shall be sufficient if sent by electronic mail with read receipt, or 1st class mail/certified with return receipt as follows:

For Institution: David Scott, Dean

 College of Education & Human Development

6300 Ocean Drive, FC 205B

Corpus Christi, Texas 78412

Telephone: (361) 825-2661

Email: david.scott@tamucc.edu

With a copy to: Richard Ricard, Associate Dean

 College of Education & Human Development

 6300 Ocean Drive, FC 204B

 Corpus Christi, Texas 78412

 Telephone: (361) 825-2731

 Email: richard.ricard@tamucc.edu

and Texas A&M University – Corpus Christi

 Attn: Contracts Administration

 Email: contracts@tamucc.edu

For Facility: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Modification**. This Agreement may be revised or modified only by mutual agreement and written amendment signed by both parties.
2. **Severability**. Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Agreement is invalid or unenforceable for any reason if same should occur by operation of law, all remaining paragraphs and subparagraphs will remain in full force and effect.
3. **Waiver**. The failure or delay of either party to exercise any right, power, or privilege under this shall not operate as a waiver of any such right, power, or privilege.
4. **Assignment**. Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties. In addition, this Agreement contains all of the terms and conditions between the parties and may be amended only in a writing signed by each of the parties.
5. **Governing Laws and Venue**. This Agreement shall be governed by and construed pursuant to the laws of the State of Texas. In the event that a dispute arises in relation to this Agreement, all parties agree to submit to the jurisdiction of Nueces County, Texas.
6. **Force Majeure.** Neither Party will be in breach of its obligations under this Agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred.  “Force Majeure event” is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome.  Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected Party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s).  Written notice of a Party’s failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s).

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement to be effective as of the day specified below.

**Texas A&M University – Corpus Christi [Insert Facility Name]**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Clarenda M. Phillips, Ph.D. Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Provost & VP for Academic Affairs Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recommended by:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 David Scott, Dean

College of Education & Human Development

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_