



## PRACTICUM STUDENT AFFILIATION AGREEMENT

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This agreement, dated \_\_\_\_\_ Click or tap to enter a date. \_\_\_\_\_, is between INSTITUTE FOR ADDICTION EDUCATION (IAE), and \_\_\_\_\_ Click or tap here to enter text. (Agency).

In this agreement all field experiences will be referred to as “field practicum”.

In consideration of the mutual promises herein contained, the parties agree as follows:

### 1. TERM OF AGREEMENT

1.01 **Term:** This agreement is for a term of five (5) years and shall commence on \_\_\_\_\_ Click or tap to enter a date. Either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice.

1.02 **Early Termination:** If either party terminates this agreement before the normal expiration date shown in the preceding paragraph, the Facility will not be required to provide any field practicum experiences for students who enroll in **IAE** after the date of the notice of termination. However, if early termination does occur, the parties agree to permit students already assigned for field practicum at the Facility to fully complete the field practicum.

### 2. DUTIES OF THE FACILITY

2.00 **Use of Facilities:** The Facility will permit students enrolled at IAE to use its facilities, equipment, library, supplies, within the guidelines and restrictions established by the facility in order that such students may obtain practical field practice in addictions as a part of their educational studies at IAE. The Facility retains the right to accept or reject any proposed student at any time without cause.

2.01 **Duties and Activities:** The parties’ representatives will determine the specific field activities that IAE students will perform.

2.02 **Equipment Provided by Facility:** The Facility will provide and maintain (or cause to be provided and maintained, if appropriate) such facilities, equipment and supplies, as it deems necessary for the students’ performance of their field practice activities under this agreement.

2.03 **Safety Equipment Provided by the Facility:** The Facility, as it deems necessary and proper, shall make available the necessary safety procedures and supplies, consistent with current policies in regard to availability. The Facility shall also provide orientation for the students to the Facility.

2.04 **Student Health Needs:** The Facility is not required to provide health services to IAE students under this agreement except in emergency situations. The student requiring emergency care is responsible for paying the costs associated with providing such care.

- 2.05 **No Employer-Employee Relationship:** The IAE students made subject of this agreement will perform their practicum (300 hrs) activities as part of their education in at IAE. Consequently, no compensation or payment of any kind is due such students by the Facility and there is no employer-employee relationship between the Facility and the student during the practicum. Conversely, the Facility will not charge such students or IAE any fee or other amount for the use of its facilities, equipment, library or supplies under this agreement.
- 2.06 **Educational Support:** The Facility has the option to support the field practicum activities of IAE students through a financial stipend or other types of subsidies for housing, parking, or meal costs. Such support is for the purpose of supporting field education and will not constitute an employer-employee relationship between the Facility and the student.
- 2.07 **Student Supervision:** The IAE students completing a practicum in the Facility shall be subject to supervision of the Facility's staff at all times. The supervision will follow the appropriate professional guidelines and jurisdictional regulations established for the **LCDC profession**.

### 3. DUTIES OF IAE

- 3.01 **Supervision:** IAE will be responsible for assignment, evaluation, counseling and guidance of practicum students assigned to the Facility. IAE will identify an appropriate faculty member to provide supervision of the field practicum for its students.
- 3.02 **Salary of Field Supervisors:** IAE is not responsible for the salaries of the agency field instructors and there is no employer/employee relationship between IAE and the agency field supervisor.
- 3.03 **Joint Appointments:** The parties agree that employees of the Facility may hold joint appointment serving as unpaid or paid members of IAE faculty. Likewise, employees of IAE may hold unpaid or paid positions with the Facility, as permitted by the policies and appropriate By-Laws. Consent of the primary employer is required prior to finalizing the joint appointment.
- 3.04 **Consultant Services:** IAE faculty members may, at their option, and to the extent that it does not interfere with their duties at IAE, provide in-service education and serve on committees of the Facility, without charge to the Facility, when requested by the Facility. The Facility may, at its own discretion, provide payment for consultative services when requested by the Facility.
- 3.05 **Schedules:** IAE will provide the Facility with the appropriate schedules indicating the time period during which the students are expected to perform their field practicum activities at the Facility.
- 3.06 **Students' Records:** IAE will maintain student records to meet accepted educational and professional accreditation standards.
- 3.07 **Student Assignment:** In cooperation with the Facility, IAE will arrange for student assignments at the Facility to complete field practicum required by the **LCDC profession**.
- 3.08 **Policies and Procedures:** Students will abide by all policies and procedures of the Institute for Addiction Education, and the Facility. IAE will provide all required facility licensure training prior to the student's assignment to the facility.

- 3.09 **Professional Liability Insurance:** IAE will provide proof of professional liability insurance coverage for all students enrolled in IAE in the amount of \$1,000,000 per claim/\$3,000,000 in the aggregate prior to participating in field practicum. This blanket policy will also cover IAE faculty members who provide academic or clinical teaching under this agreement. IAE will furnish a copy of this policy to the Facility upon request.
- 3.10 **Criminal Background Check:** IAE will inform students that the Facility may require criminal background checks for all students. If the Facility requires background checks, it will be the student's responsibility to arrange for and pay any fees associated with the background check. The student shall send the background check results directly to the Facility for review in accordance with the Facility's policies. The Facility may reject any student based on the results of the criminal background check.
- 3.11 **Immunization Requirements:** IAE will inform students that the Facility may require immunization records or a completed health report. If the facility requires immunization records or a health report, it will be the student's responsibility to submit the documents directly to the Facility for review in accordance with the Facility's policies.

#### **4. INDEMNITY**

- 4.01 **Injury to Students:** The Facility shall not be liable on account of injury, sickness, disease, or death of any IAE student or employee using resources of the Facility under the terms of this agreement. To the extent authorized under Texas law, IAE shall hold the Facility harmless from liability resulting from IAE's act or omissions within the terms of this agreement. However, IAE will not hold the Facility harmless from any claims arising in favor of any person or entity resulting from negligence or intentional misconduct of the Facility's, officers, agents, representatives, or employees, or any person or entity not subject to IAE's supervision or control. Notwithstanding any other provision of this contract, nothing herein shall be construed as a waiver by Institute For Addiction Education of its constitutional, statutory or common law rights, privileges, immunities or defenses.

#### **5. CASE RECORDS AND HISTORIES**

- 5.01 **Property of Facility:** All case records, case histories and regular files concerning clients at the Facility or parties consulted; interviewed or cared for by the IAE students pursuant to this agreement shall belong to and remain the property of the Facility.
- 5.02 **Confidentiality:** All IAE students and faculty members will agree to maintain the confidentiality of clients' records to which they might have access, in accordance with the Facility's policies.

#### **6. MISCELLANEOUS**

- 6.01 **Non-Discrimination:** In their execution of this agreement the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this agreement.
- 6.02 **Texas Law to Apply:** This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.

6.03 **Only Agreement:** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between parties respecting the within subject matter.

Click or tap here to enter text.	<b>Rhonda G. Patrick, Ph.D., LCSW-S, MPA</b>
<b>Print Name Agency Representative</b>	IAE Authorized Representative
<b>(Please provide a wet signature below)</b>	
<b>Signature- Agency Representative</b>	<b>Signature – Institute For Addiction Education</b>
<b>Address</b> Click or tap here to enter text.	<b>Dr. Rhonda G. Patrick, LCSW-S, MPA</b>
	College Director
<b>City</b> Click or tap here to enter text.	Institute For Addiction Education
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	737-266-6066
<b>Zip Code</b> Click or tap here to enter text.	
<b>Phone #</b> Click or tap here to enter text.	
<b>Date</b> Click or tap to enter a date.	<b>Date</b> Click or tap to enter a date.