



EMQ FamiliesFirst

AFFILIATION AGREEMENT

BETWEEN

CALIFORNIA STATE UNIVERSITY, EAST BAY
DEPARTMENT OF EDUCATIONAL PSYCHOLOGY

AND

EMQ FAMILIESFIRST

THIS AGREEMENT is made and entered into this 28th day of June, 2010, by and between CALIFORNIA STATE UNIVERSITY, EAST BAY, DEPARTMENT OF EDUCATIONAL PSYCHOLOGY, hereinafter "SCHOOL", and EMQ FAMILIESFIRST (EMQFF), having a principal place of business at 251 Llewellyn Avenue, Campbell, CA 95008, hereinafter "AGENCY".

WITNESSETH:

WHEREAS, SCHOOL provides instruction and training in clinical psychology practices requiring field work experience; and

WHEREAS, AGENCY can provide a setting through wherein student trainees may gain experience in clinical psychology practices; and

WHEREAS, SCHOOL and AGENCY wish to enter into this mutually beneficial agreement;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms hereinafter set forth, and for other good and valuable consideration, the parties hereto hereby agree as follows:

1.00 Services to be Provided:

1.01 AGENCY agrees to accept qualified California State University, East Bay, Department of Educational Psychology students enrolled in the above-cited graduate program for a period of clinical experience and supervised training at times and in number to be agreed upon between the respective representatives of the parties.

1.02 AGENCY'S Coordinator of Internship Services will serve as the on-site preceptor to the student, providing assistance in planning the field.

1.03 The student's responsibilities and scheduled hours shall be acceptable to the parties and shall not interfere with the primary mission of the parties.

1.04 SCHOOL will consult with AGENCY and with the student on a periodic basis regarding the student's progress, performance, evaluation, and personal conduct during the training experience. SCHOOL and AGENCY will share in the professional development of the student.

1.05 Liaisons between the SCHOOL and AGENCY will be the SCHOOL's Training Director and the AGENCY'S Associate Director of Internship Services. Any changes to the designated liaison shall be communicated in writing.

1.06 Other communication between the officially designated supervisor(s) of AGENCY and SCHOOL shall be arranged as deemed necessary or desirable by either party. Each party will inform the other of changes in the curriculum and staff, which affect the student's education program and training.

1.07 No monetary payment shall be made by AGENCY to the SCHOOL or the students in compensation for their services, unless otherwise provided by special arrangement. No payments shall be made to AGENCY by SCHOOL in compensation for student participation in the training program.

1.08 Withdrawal of any student from the AGENCY may be requested by the AGENCY, or by the SCHOOL. The AGENCY may dismiss the practicum student when her/his clinical performance is unsatisfactory or disruptive to the clients/patients. SCHOOL may withdraw a student from the AGENCY when, in the SCHOOL'S judgment, the clinical experience or clinical supervision does not meet the needs of the student. It is expected that issues related to the student's potential dismissal or withdrawal will be placed in writing and discussed by the Coordinator of Internship Services and/or appropriate supervisors at the AGENCY and at the SCHOOL, and that appropriate remedial action is considered prior to such withdrawal or dismissal. Any such request shall be accompanied by suitable documentation. The SCHOOL shall promptly respond to such request by withdrawing the student from the program.

1.09 Although the student performs direct clinical service under supervision, the responsibility for all diagnoses and treatments of the clients/patients belongs to the supervisor(s) at EMQFF.

1.10 Arrangements for holidays and vacation time will be negotiated between the student and the primary clinical supervisor. The student may not accept payments from the clients.

1.11 Student(s) will not replace AGENCY staff and will not render client services except as identified for educational value as part of a supervised program.

2.00 School's Responsibilities:

2.01 SCHOOL shall be solely responsible for the educational program of students assigned to AGENCY, and for evaluations of students in accordance with agreed upon schedules.

2.02 SCHOOL shall be solely responsible for the curricular conduct of its students, and the general conduct of its employees in compliance with AGENCY's policies, rules and regulations during the clinical training program while at AGENCY's facility.

2.03 **Professional Liability Insurance - Student.** The SCHOOL agrees to keep in full force and effect during the term of this Agreement at the expense of the School Professional Liability/Errors and Omissions Insurance Policy for the SCHOOL's students:

- | | | |
|----|-------------------|-------------|
| a. | Each Occurrence | \$1,000,000 |
| b. | General Aggregate | \$3,000,000 |

Thirty (30) days advance written notice shall be provided to AGENCY of any modification, change, or cancellation of any of the above insurance coverage.

2.04 **Worker's Compensation.** University shall provide Worker's Compensation for its employees as required under California State Law. The University does not provide Worker's Compensation for University's students, who are not employees of the University.

2.05 **Student Health Insurance.** SCHOOL agrees that during the term of this Agreement, University shall ensure that registered students have health insurance. As registered students, the University's students are covered by the University's Graduate Health Insurance Plan.

2.06 California State University, East Bay, in accordance with applicable Federal and State law and University policy, does not discriminate on the basis of race, color, national origin, religion, sex, disability, age, medical condition (cancer-related), ancestry, marital status, citizenship, sexual orientation, or status as a Vietnam-era veteran or special disabled veteran. The University also prohibits sexual harassment. This non-discrimination policy covers admission, access, and treatment in University programs and activities.

3.00 Agency's Responsibilities:

3.01 AGENCY shall provide a supervised experiential clinical learning program and, insofar as possible, shall provide orientation, administrative guides, and practical instruction to the student(s) during the agreed upon student training period.

3.02 AGENCY shall provide suitable physical space, equipment and other support as is necessary for student(s) to function in the AGENCY.

3.03 The following activities will be provided for the student at the AGENCY:

3.03.1 Clinical caseload of individual and family clients

3.03.2 Co-facilitate 1-2 groups when available

3.03.3 A minimum of one hour face-to-face, individual supervision per week

3.03.4 A minimum of two hours of group supervision per week

3.03.5 1-1/2 hours of Didactic Training per week

3.03.6 Other direct or indirect service or additional supervision

3.04 On any day when student(s) is/are in training at AGENCY, AGENCY shall permit the student(s) access to work areas normally used by its professional staff.

3.05 AGENCY shall designate a primary clinical supervisor that meets the requirements of the California Board of Behavioral Sciences for the student. The name and address of that supervisor shall be communicated to SCHOOL. Any changes in that supervisor shall be communicated to SCHOOL in writing.

3.06 The student's clinical supervisor at the AGENCY agrees, if requested, to evaluate each student's performance and report to SCHOOL on forms provided by the SCHOOL or the AGENCY.

3.07 **Workers' Compensation.** AGENCY shall provide Workers' Compensation for its employees as required under California State Law.

INDEMNIFICATION

A. SCHOOL shall be responsible for damages caused by the negligence of its officers, employees and agents: AGENCY shall be responsible for the damages caused by the negligence of its officers, employees and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees and agents.

4.00 Student Responsibilities:

4.01 Students are responsible for being at the AGENCY at times scheduled.

- 4.02 Students are to adhere to any uniform or dress regulations required by the AGENCY.
- 4.03 Students are to be in compliance with the policies and procedures of the AGENCY while they are in training at the AGENCY.
- 4.04 Students are responsible for documenting their supervised professional experience, for completing required documents and for submitting these documents as outlined by the SCHOOL and the California Board of Behavioral Sciences (BBS).
- 4.05 Students are responsible for submitting documents required to complete the hiring process at the AGENCY.
- 4.06 Students are expected to attend mandatory AGENCY orientation, meetings, trainings, and clinical supervision.
- 4.07 Students will abide by the professional standards, legal and ethical standards set forth by the California Board of Behavioral Sciences (BBS).

5.0 General Terms:

5.01 Notices

If to the University:

California State University, East Bay
Hayward, CA 94542

If to EMO FamiliesFirst:

James Jurado LCSW
Coordinator of Internship Services
EMQ FamiliesFirst
251 Llewellyn Avenue
Campbell, CA 95008
(408) 628-5564
E-Mail: jjurado@emq.org

5.02 **Term.** This Agreement shall commence on the date of execution shown above and will continue thereafter until terminated by either party, as long as a 90-day notice is given in writing to the other party. Such termination of the affiliation agreement will not affect any currently enrolled student(s) at the time until the expiration of the academic term for such student. Unless termination takes place, the affiliation agreement will have a five-year term.

5.03 Severability. If any part of this Agreement is held unenforceable or invalid, the remainder of the Agreement shall remain in full force and effect, and the parties shall negotiate in good faith on replacement language intended to express the parties' intent in a manner that is valid and enforceable.

5.04 Waiver. No waiver of any performance required hereunder or of any breach of a provision hereunder shall be effective unless such waiver is in writing signed by the performing or non-breaching party, and no such waiver shall operate as a waiver of any subsequent failure to perform or breach of the same or any other provision of this Agreement.

5.05 Assignment and Transfer. This Agreement may not be assigned or transferred by one party to another without the prior written consent of the non-assigning party.

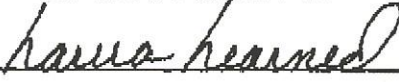
5.06 Entire Agreement. This Agreement constitutes the entire agreement between the parties respecting the subject matter herein and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter. The terms and conditions of this Agreement shall not be altered or otherwise modified except upon a duly executed written amendment to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the date first above written.

EMQ FAMILIESFIRST

CALIFORNIA STATE UNIVERSITY,
EAST BAY - DEPARTMENT OF
EDUCATIONAL PSYCHOLOGY

By 
Name: Laura Champion, MFT

By 
Name:

Title Bay Area Executive Director

Title Contracts Coordinator

Date 8-23-10

Date 7/24/10