



MEMORANDUM OF AFFILIATION

between

ADAMS STATE UNIVERSITY

AND

City of Longmont

It is mutually agreed by Adams State University (hereafter known as "ASU") and City of Longmont (hereafter known as the "Agency") that educational experiences will be provided at the Agency for ASU master's level students enrolled in the practicum course or the internship course in Clinical Mental Health Counseling or School Counseling.

The faculty of ASU will ensure all students requesting placement at the Agency are in good standing and prepared for the practicum or internship experience. Agency staff will determine which students will be assigned a placement. While on practicum or internship placement, students will be subject to the Agency's rules and regulations, a copy of which will be provided to all students.

The Agency will retain full responsibility for the care of clients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of the agency and/or the direct and indirect care of clients. Students will adhere to the American Counseling Association's (ACA) Code of Ethics and will maintain the highest standards of confidentiality with all client material and information. Students will abide by the Agency's confidentiality policies and procedures; a copy will be provided to all students.

Students will be individually responsible for compliance with any Agency medical/health requirements.

Practicum and internship experiences and evaluation of student performance will be conducted according to the requirements described in the current ASU Supervisor's Handbook and the Practicum or Internship Clinical Manual, which can be found at counselored.adams.edu. Students will be familiar with the Clinical Manual. The Agency will ensure that any evaluations requested by ASU are promptly completed and submitted. The parties agree to fully cooperate in any investigation into the student(s') experience.

All students in practicum and internship training at ASU are covered by professional liability insurance. Students purchase this insurance through their student membership in the American Counseling Association (ACA) or the American School Counselor Association (ASCA). This coverage is mandatory, even if the student is otherwise insured. ASU requires Occurrence Type coverage at the \$1,000,000 each incident/\$3,000,000 annual aggregate level. ASU or student will provide a Certificate of Insurance verifying coverage, and naming the City of Longmont as additional insured.



The Agency and ASU agree that each will be responsible for its own errors and omissions which might occur in the fulfillment of the terms of this agreement. The parties do not agree to be jointly and severally liable. The Agency, ASU, and Students are independent contractors. This agreement does not and is not intended to create an employee-employer relationship, partnership or joint venture relationship between the Agency and the Student, or the Agency and ASU. The Agency is not responsible for any payment, fee, wages, salary, benefits, or remuneration of any kind to the Student or ASU for the educational experience. ASU will provide worker's compensation coverage for the Student in compliance with Colorado law.

HIPAA Requirements - To the extent applicable to this agreement, Agency agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 3320d (HIPAA) and any current and future regulations promulgated hereunder including without limitation to the federal privacy regulations contained in 45 C.F.R. § 160 and 164 (the Federal Privacy Regulations) and the federal standards for electronic transactions contained in 45 C.F.R. § 160 and 162 collectively referred to herein as HIPAA requirements. Agency agrees not to use or further disclose any Protected Health Information as defined in 45 C.F.R. § 164.501 or Individually Identifiable Health Information as defined in 42 USC § 1320d, other than as permitted by HIPAA requirements and the terms of this agreement.

Notice of Potential Risk: The student and agency must assess whether or not the student's level of training and amount of supervision by the agency are suitable to the types of duties, tasks, and requirements expected of the student.

This agreement shall be incorporated in each and every practicum course or internship course placement. This agreement shall be effective from the date fully executed by all parties and shall be renewed annually unless either party provides at least three (3) months written notice of non-renewal. Such termination shall not prevent those students already participating from completing their assignment at the agency.

Shelly Polzin

Clinical Coordinator, Adams State University

Date

Signature of Representative

Date

PRINTED Name & Title of Agency Representative

CITY OF LONGMONT:

MAYOR

ATTEST:

CITY CLERK

DATE

APPROVED AS TO FORM:

SENIOR ASSISTANT CITY ATTORNEY

DATE

PROOFREAD

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

APPROVED AS TO INSURANCE PROVISIONS:

RISK MANAGER

DATE