

AGREEMENT OF RIGHTS AND RESPONSIBILITIES BETWEEN
Catawba Hospital
AND
Concord University
Athens, WV

*emailed
on June 4, 2014
JWS*

In preparation for practicum/internship placements in the areas of Psychology Internship/Recreation Therapy and other related fields at Catawba Hospital (Facility) the following agreement will be signed by Catawba Hospital and Concord University (the University) signifying acceptance and compliance with the expectations and conditions therein.

Whereas, the Concord University has established programs in the above specified field(s) and whereas, the Facility is supportive or providing directed field/clinical experiences for such students enrolled in the University, now therefore, it is mutually agreed by and between the parties that:

I. Responsibilities of the Facility shall include:

1. The Facility shall designate an on-site supervisor for the purpose of planning and coordinating experiences for said student.
2. The services, programs, and care, which the student provides to clients/patients, shall be under the supervision of a designated Facility on-site supervisor.
3. The Facility on-site supervisor shall be available to student(s) as a resource person offering counseling and guidance as needed.
4. The Facility on-site supervisor will evaluate or assist with the evaluation of the student's performance based on the University's standards.
5. The Facility shall remain in total charge of the client's/patient's treatment, programs and care.

II. Responsibilities of the University shall include:

1. The University shall inform the Facility of the program expectations related to the curriculum/experiential request.
2. The University should contact the Facility at least thirty (30) days in advance for planning purposes. Should the request for placement require direct contact with clients under 18 years of age, students will be required to have a complete full criminal history records check including fingerprinting. Therefore, students working with clients under the age of 18 must contact the Office of Staff Development and Training a minimum of 10-12 weeks before the anticipated placement date. Students cannot be placed with any client under the age of 18 until the criminal history check including fingerprint record results have been received by the Facility.
3. The University shall review Section 37.1-20.3 of the *Code of Virginia* and certify that the person they are seeking to place at the Facility is free from criminal convictions listed in the *Code* section.
4. The University will supply the Facility with materials, including instructional criteria, for evaluating student's performance.
5. If requested by the Facility, the University will ensure that each student, who is placed at the Facility, completes a Student Profile Sheet and a post clinical/practicum/fellowship evaluation for the Department of Staff Developmental and Training.

6. Students must be provided with a copy of this Agreement of Rights and Responsibilities.

III. Specific Terms of Agreement:

1. Students who are placed at the Facility shall be students in good standing at the University.
2. The number of students placed at the Facility will be mutually decided upon prior to placement. The University will forward names of students to the designated Facility representative.
3. The length and schedule of assignment at the Facility will be mutually decided upon prior to placement.
4. Prior to placement, the Facility will provide an orientation program for students. University faculty will be included in this orientation program should the placement require them to be on site at any time with the student(s).
5. The Facility will not be responsible for any financial assistance to the administration of the project.
6. In case of injury or accident to a University Faculty member and/or student(s), the Facility will evaluate the incident; however, the Facility's only responsibility shall be to direct the student(s)/faculty member(s) to medical care at the nearest health care facility.
7. University faculty members and students shall observe all Facility policies and procedures as well as all State and Federal laws and regulations which apply.
8. University faculty members and placement students shall comply/adhere to the concept of confidentiality and clients'/patients' rights and will be required to sign a confidentiality agreement. The University acknowledges and understands that its faculty and students may have access to confidential information, including Protected Health Information (PHI) regarding employees, clients/patients, or the public. In addition, the University acknowledges and understands that its faculty and students may have access to proprietary or other confidential information or business information belonging to the Department of Behavioral Health and Developmental Services (DBHDS). Therefore, except as required by law, the University agrees that its faculty, employees and students will not:
 - Access or attempt to access data that is unrelated to their job or training, duties, or authorization;
 - Access or attempt to access Protected Health Information (PHI) beyond their stated authorized HIPAA access level;
 - Disclose to any other person or allow any other person access to any information related to DBHDS or any of its facilities that is proprietary or confidential and/or pertains to employees, students, patients, or the public. Disclosure or information includes, but is not limited to, verbal discussion, fax transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes, and/or another transmission or sharing of data.
 - Disclosure of Protected Health Information (PHI) is a violation of HIPAA regulations.

The University and the students it places with the Facility understand that DBHDS and its employees, clients/patients, or other may suffer irreparable harm by disclosure of proprietary or confidential information and that DBHDS may seek legal remedies available should such disclosure occurs. Further, the University understands that violations of this agreement may result in contract default.

9. The University will inform the Facility representative of any problems incurred within this program.

10. The Facility representative will inform the University of any problems of difficulties incurred with the program.
11. The Facility and University will identify a liaison to coordinate and supervise the placement of students.
12. The Facility will provide use of classrooms and/or conference room space for pre and post clinical conferences concerning client's/patient's care.
13. The Facility will allow the use of the Professional Library for research and storage of required reading for the program. Photocopying services will be available in the Library at ten (10) cents per copied page.
14. Neither party shall unlawfully discriminate on the basis of race, national origin, sex, age, color or religion.
15. The Facility may request the University to withdraw from the practicum/internship any student, whose performance is unsatisfactory, whose personal characteristics present undesirable relationships within the work environment or whose health status may adversely affect the student's successful completion of the placement agreement.
16. The Facility may require validation of the health status of students from the University. The student's consent to the release of such information is required.
17. The Facility requires a criminal history record check as a condition for placements. Arrangements for background checks are initiated by the Facility. Associated costs for checks are the responsibility of the University and/or student. The Facility reserves the right to restrict the practicum/internship to only those persons who are without criminal conviction. The Facility may, in its sole discretion, determine that an individual possessing a criminal conviction poses no risk or threat to the Facility, its employees or clients/patients, and may waive this restriction on a case-by-case basis.

18. Drug Free Workplace:

University acknowledges and certifies that it understands that the following acts by a student performing services on state property or prohibited:

- unlawful manufacturing, distribution, dispensing, possession or use of alcohol or other drugs; and
- any impairment or incapacitation from the use of alcohol or other drugs (except in the use of drugs for legitimate medical purposes).

The University further acknowledges and certifies that a violation of these prohibitions constitutes a breach of contract and may result in default by actions being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

19. Tobacco Free Workplace:

University acknowledges and certifies that it understands and agrees to adhere to the Facility's tobacco-free workplace policy. University agrees to ensure its faculty/students remain tobacco-free while on facility grounds and in facility structures, including their personal vehicles when located on facility grounds.

20. This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The University shall comply with all applicable federal, state and local laws, rules and regulations.

21. The University or student shall furnish to the Facility copies of certificates of Health Care Practitioner Liability Insurance, which meets the minimum levels required under the *Code of Virginia* § 8.01-581.15 for those students who are placed at the Facility.

IV. Termination of Agreement:

The Facility reserves the right to cancel this Agreement, in part or in whole, without penalty upon 60 days written notice to the University. Any agreement cancellation/termination notice shall not relieve the University of the obligation to adhere to the terms of the agreement prior to the termination date. This agreement shall be effective upon its execution and shall remain in force for one (1) year. Thereafter, the agreement renews itself annually unless the University or Facility indicates a need for change. This agreement must be reviewed by both parties a minimum of every five (5) years.

V. Signature to Agreement:



Signature

CHARLES P. BECKER 06/04/14

Name

Date

University Representative

VP BUSINESS & FINANCE

Signature

Walton F. Mitchell, III

Name

Date

DBHDS Facility Representative