



COUNSELING PSYCHOLOGY PRACTICUM SITE AGREEMENT

This Agreement is effective April 15, 2021 by and between NATIONAL UNIVERSITY, a nonprofit, public benefit corporation ("University"), whose address is 11355 North Torrey Pines Road, La Jolla, California 92037-1011, Attn: Dave C. Lawrence, MBA, Ed.D., Vice Chancellor, Finance, telephone (858) 642-8593 and facsimile (858) 642-8711, and Mt. Diablo Unified School District ("Practicum Site"), whose address is 1936 Carlotta Dr. - Concord, CA. 94519, under contract supervisor: Stephanie Roberts email: robertss@mduisd.org phone: 925-682-8000 x6203 with reference to the following facts:

I. RECITALS

- 1.1 University is an independent institution of higher education accredited by the Western Association of Schools and Colleges Senior College and University Commission ("WSCUC"), and is authorized to offer, among other academic programs, a Master of Arts in Counseling Psychology program (the "Program").
- 1.2 **Practicum site will provide:**
 - a. A supervised experience in a setting that lawfully and regularly provides mental health counseling or psychotherapy;
 - b. Oversight to ensure that the trainee's work at the setting meets the experience and supervision requirements as defined by the BBS Laws and Regulations for an MFT or PCC and is within the scope of the profession. Site must not be a private practice owned by a LMFT, a licensed psychologist, a licensed physician and surgeon, or a professional of any of these licensed professions; and
 - c. The trainee the opportunity to record two or three video or audio sessions to be shown in the program's practicum class.
- 1.3 "Practicum Students" are those students enrolled in the Program at University who are enrolled in a practicum class. Students are required to complete 9 quarter units of practicum experience and a minimum of 10 months of supervised experience (the Practicum).
- 1.4 **Practicum Site** operates facilities that are suitable for clinical training for Practicum Students enrolled in the Program. Both Practicum Site and University desire to enter into this Agreement so that University Students may be placed with Practicum Site for clinical training, under the terms and conditions stated in this Agreement.

II. RESPONSIBILITIES OF UNIVERSITY

- 2.1 Academic Responsibility. University shall have exclusive control over all academic issues, which shall include, without limitation: selection of course content and required textbooks; delivery of instruction; selection and approval of faculty; admission, registration, and retention of Students; evaluation of Students' prior education; evaluation of Students' progress; scheduling courses; awarding academic credit; and conferring degrees.

- 2.2 University Liaison. University shall designate an instructor to serve as a liaison to Practicum Site for Students placed with Practicum Site.
- 2.3 Practicum Oversight. In accordance with regulations published by the Board of Behavioral Science, Practicum Students will complete 9 quarter units and a 6 month and a 4 month practicum class. Students will have an assigned University practicum instructor, who shall be available to Practicum Site to discuss Students' progress at Practicum Site.
- 2.4 Confidentiality. Prior to the assignment of a Student to Practicum Site pursuant to this Agreement, University will instruct each Student in the confidentiality of all communications with clients and between the clients, their therapists and Practicum Site staff. University shall inform each Student that it is a breach of ethics and against California law to divulge to any person not directly connected to the individual client's care the names of persons being treated at Practicum Site and the treatment they are receiving.
- 2.5 HIPAA
- a. University and Students may receive or acquire from Practicum Site "protected health information" ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "HIPAA"). University agrees that all PHI acquired as a result of Students' training at Practicum Site is confidential and that both University and Students are prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Practicum Site. University shall protect the confidentiality of PHI at all times both during and after Students' training at Practicum Site.
 - b. At the termination of this Agreement for any reason, University shall use its best efforts to return to Practicum Site or to destroy all written and electronic PHI received or acquired from Practicum Site.
 - c. If University becomes aware of the unauthorized use or disclosure of PHI, University shall promptly and fully notify Practicum Site of all facts known to it concerning such unauthorized use or disclosure.
 - d. University agrees that if it breaches this provision, Practicum Site shall have the right to immediately terminate this Agreement upon written notice of intent to terminate. The terms of this Section, Confidentiality, shall survive the expiration or termination of this Agreement.
- 2.6 Accreditation. University shall at all times during the term of this Agreement be licensed or qualified to offer the Program to Students.
- 2.7 Purpose of Agreement. This Agreement is entered into to specify the conditions under which Students will be placed with Practicum Site. University does not guarantee that it will place any Students with Practicum Site, nor does University guarantee any specific amount of Students to be placed with Practicum Site.

III. RESPONSIBILITIES OF PRACTICUM SITE

- 3.1 Clinical Experience. Practicum Site agrees to provide clinical training experience for Students so that they are afforded the opportunity to develop professional competence in assessment, intervention, counseling, and consultation. Practicum Site will evaluate each Student to determine the Student's prior level of experience, which should be based upon the Student's previous clinical experience and training as well as how many hours of Program instruction the Student has completed. Practicum Site will provide relevant experience to each Student, to include a minimum of five face- to-face scheduled counseling hours in each week, and the opportunity for Practicum Students to be supervised through direct observation, audiotape, or videotape of at least Two client sessions during the 10 month Practicum.
- 3.2 Insurance. Practicum Site warrants and represents that it will maintain general and professional liability insurance covering Practicum Site and its officers and employees, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, and Three Million Dollars (\$3,000,000) in the aggregate, to cover Practicum Site's liabilities and obligations under this Agreement. Upon request, Practicum Site shall provide University with evidence of such insurance.
- 3.3 Clinical Supervisor. Practicum Site will provide a licensed, eligible clinical supervisor ("Supervisor") for each Student. A licensed eligible clinical supervisor is defined as a licensed marriage and family therapist, a licensed professional clinical counselor, a licensed clinical social worker, a licensed psychologist, a licensed physician certified in psychiatry by the American Board of Psychiatry and Neurology, or a licensed physician who has completed a residency in psychiatry. Each Supervisor must have been licensed by the appropriate California agency for at least 2 years and must have completed at least 6 hours of continuing educate in the area of supervision within the last 2 years. Practicum Site is responsible for notifying University of any change of a Student's Supervisor, or a change in the Supervisor's license or eligibility status.
- 3.4 Student Trainee Agreement. Practicum Site and its designated supervisor agree to execute a Trainee Practicum Site Agreement with each Student, providing the information requested.
- 3.5 Supervision. Practicum Site shall provide at least one unit of direct Supervisor contact for each Student for each week of experience claimed, and an average of at least one unit of direct Supervisor contact for every five hours of client contact in each setting. "Direct Supervisor contact" means either one hour (60 minutes) of face- to-face contact on an individual basis or two hours (120 minutes) of face-to-face contact in a group of not more than eight persons. All experience gained by a student at Practicum Site will be monitored by a Supervisor.
- 3.6 Evaluations. Supervisors will complete periodic evaluations of each Student's performance at the Practicum Site, as specified by University, and will send a copy of each evaluation to the University Practicum instructor. Practicum Site agrees to notify University promptly when a Student is not performing or has abandoned his or her duties at Practicum Site.
- 3.7 Accreditation. Practicum Site shall at all times during the term of this Agreement be licensed or qualified to offer clinical training to Students.
- 3.8 Confidentiality. No agent, employee, or representative of Practicum Site shall have access to or have the right to review any Student records, except where necessary in the regular course of the Practicum. Practicum Site shall ensure that its agents, employees or representatives maintain the confidentiality of any and all Student and other information received during the term of the Practicum experience. Further, Practicum Site shall ensure that its agents, employees, or

representatives do not discuss, transmit, or narrate in any form any Student information of a personal nature, academic or otherwise, except as a necessary part of the Student's participation in the Practicum. In addition to the confidentiality of client information, Practicum Site shall cooperate in good faith with University to assure that the confidentiality of Student records are maintained consistent with the requirements of the Family Educational Rights and Privacy Act of 1994 ("FERPA") and comparable California statutes.

- 3.9 Policies. Practicum Site will provide Students with its administrative policies, procedures and regulations, and any explanation and orientation necessary to familiarize Students with them.
- 3.10 Removal of Students. Practicum Site shall notify University in writing of its desire to remove any Student from the Practicum experience whose performance is unsatisfactory, who violates Practicum Site policies, procedures or regulations, or who fails to meet Practicum Site standards for health, safety, security, cooperation or ethical behavior.
- 3.11 Physical Setting. Practicum Site shall provide adequate workspace for Students to conduct confidential, closed-door counseling sessions and to complete required paperwork.

IV. GENERAL PROVISIONS

- 4.1 Term. This Agreement shall commence on the effective date stated above, and shall remain in full force and effect for **five** years, unless otherwise terminated as provided in paragraph B of this Article IV.
- 4.2 Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. However, to the extent reasonably possible, Practicum Site shall schedule its termination to minimize interference with a Student's training and to allow completion of a Student's training where that Student, as of the date of any notice of termination, was satisfactorily participating in the Practicum experience.
- 4.3 Relationship of the Parties. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.
- 4.4 Indemnity. Each party will indemnify, defend, and hold harmless the other party (including officers, employees and agents) against all claims, liabilities, damages and costs (including attorneys' fees) arising from or in any way related to this Agreement caused by that party's breach of this Agreement, inaccuracy of representations, or conduct, whether negligent, reckless or intentional. These obligations shall continue after the Agreement terminates.
- 4.5 Publicity. Neither University nor Practicum Site shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
- 4.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Practicum Site. Student records shall remain the property of University.

- 4.7 Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
- 4.8 Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
- 4.9 Notices. All notices or other communications given under this Agreement will be in writing and sent to the addressee listed at the beginning of this Agreement (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
- 4.10 Representations. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
- 4.11 Limitation of Liability. Limitation of Liability, except for obligations to make payment under this Contract, Liability for Indemnification, Liability for Breach of Confidentiality, or Liability for Infringement or Misappropriation of Intellectual Property Rights, in no event shall either Party or any of its Representatives be liable under this Contract to the other Party or any Third Party for Consequential, Indirect, Incidental, Special, Exemplary, Punitive, or Enhanced Damages, Lost Profits or Revenues or Diminution in Value arising out of, or relating to, and/or in connection with any Breach of this Contract, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.
- 4.12 Dispute Resolution. The Parties agree discuss in good faith and resolve any issues informally before utilizing any other legal remedies. If a resolution cannot be reached, Parties agree that any controversy, claim or dispute, whether based on contract, tort or statute under either State or federal law, arising out of or relating in any way to this MOU or any alleged breach, that the prevailing party will be entitled to recover reasonable and documented attorney's fees and costs expended or incurred relating to or arising out of the dispute.
- 4.13 General Provisions. The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement, including, but not limited to, any Student; (b) may be executed in counterparts and effective with original, electronic, or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.

[Signature Page to Follow]

PRACTICUM SITE:

Mt. Diablo Unified School District

UNIVERSITY:

National University

BY: _____

Stephanie Roberts
Director

BY: _____

Dave C. Lawrence, MBA, Ed.D.
Vice Chancellor, Finance

Date: _____

Date: _____