

**AFFILIATION AGREEMENT  
BETWEEN  
THE MOUNT DIABLO UNIFIED SCHOOL DISTRICT  
AND  
THE WRIGHT INSTITUTE**

This AFFILIATION AGREEMENT is made and entered into this date: 01 August 2023, by and between The Mount Diablo Unified School District, (hereafter "AFFILIATE"), and THE WRIGHT INSTITUTE, an Educational Institution, Master of Arts in Counseling Psychology Program (hereafter "NAME"), with reference to the following facts:

WITNESSETH:

WHEREAS, NAME conducts an approved and accredited Master's in Counseling Psychology Program for pre-graduate level Marriage and Family Therapist (MFT) trainees and Professional Clinical Counseling (PCC) trainees (hereafter collectively referred to as "STUDENTS") and desires access to facilities in which its STUDENTS can obtain broader clinical learning experiences; and

WHEREAS, AFFILIATE maintains facilities which can be used to provide clinical learning experiences to STUDENTS and desires to have said facilities so used; and

WHEREAS, the California Board of Behavioral Sciences (BBS) establishes and oversees the licensure policies for MFT's and PCC's as well as supervised clinical experience i.e., practicum requirements for MFT trainees and PCC trainees; and

WHEREAS, it is in the mutual interest and benefit of the parties that STUDENTS obtain their clinical experience at AFFILIATE's facilities in accordance with the requirements set forth by the BBS and the practicum requirements of The Wright Institute Master of Arts in Counseling Psychology Program which is accredited by the Accrediting Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC). The Wright Institute Master of Arts in Counseling Psychology Program is approved by the BBS (hereinafter collectively referred to as "ORGANIZATIONS");

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

**I. RESPONSIBILITIES OF NAME.** NAME agrees that it shall:

**A.** Establish the educational goals and objectives of its clinical experience programs in a manner consistent with the standards and requirements set forth by NAME and the applicable ORGANIZATIONS. Such goals and objectives shall reflect NAME's commitment to providing the

highest quality in education and training programs to STUDENTS. A list of NAME's educational program(s) that are covered by this Agreement is attached hereto and incorporated herein as **Exhibit 1**.

**B.** Ensure that its clinical experience programs provide appropriate supervision for all STUDENTS, as well as a duty hours schedule and work environment that is consistent with proper client care, the educational needs and physical and emotional well-being of STUDENTS, and the applicable requirements of the ORGANIZATIONS.

**C.** Recruit and select STUDENTS who are appropriately credentialed, licensed, or otherwise authorized to participate in NAME clinical experience program(s) which are the subject of this Agreement (hereafter collectively referred to as "Program").

**D.** For each NAME clinical experience program provided for under this Agreement, NAME shall designate \ NAME's Field Placement Director and a NAME Professional Development Seminar instructor to provide NAME supervising clinician to provide coordination, oversight and direction of STUDENTS' educational activities and assignments while at AFFILIATE's facilities (hereafter "Program Director(s)" or "NAME's Program Director(s)"). The Program Director(s) shall also act as liaison(s) with AFFILIATE.

**E.** Cooperate with AFFILIATE in coordinating and reviewing work schedules of STUDENTS while at AFFILIATE. The parties agree that such schedules shall reflect NAME's educational mission and shall not be compromised by an excessive reliance on STUDENTS to fulfill institutional service obligations.

**F.** Ensure, in cooperation with AFFILIATE, that STUDENTS assume progressively increasing responsibility according to their levels of education, ability, and experience. NAME shall determine the appropriate level of responsibility accorded to each STUDENT.

**G.** Cooperate with AFFILIATE to ensure that practicum establishes formal policies governing the duty hours for STUDENTS which promote education, ensure STUDENTS well-being and facilitate client care. AFFILIATE's policies regarding operational hours are set out in a separate agreement (hereafter "Intern Agreement"); Provide the names of STUDENTS and their assignments to AFFILIATE sufficiently in advance to allow for convenient planning of duty schedules.

**H.** Develop and implement a mechanism for determining evaluation of the performance of STUDENTS to include, where appropriate, input from AFFILIATE.

**I.** Maintain records and reports concerning the education of STUDENTS and of STUDENTS' time spent in the various educational activities referred to in this Agreement, as may be required by NAME and ORGANIZATIONS and/or for compliance with the regulations, guidelines, and policies of third-parties.

**J.** Require assigned STUDENTS to:

1. Comply with: AFFILIATE's applicable policies, procedures and guidelines; state and federal laws and regulations; and the ethical standards of the American Association for Marriage and Family Therapy (AAMFT), California Association of Marriage and Family Therapists (CAMFT), and American Counseling Association (ACA).

2. Participate, to the extent scheduled or otherwise requested by AFFILIATE and approved by NAME, in activities and assignments that are of educational value and that are

appropriate to the course and scope of NAME's Program, consistent with the requirements of the applicable ACCREDITATION ORGANIZATIONS.

3. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities of AFFILIATE designed to identify, evaluate and reduce risk of client injury.

4. Cooperate in the timely preparation and maintenance of a complete clinical record for each client in whose care STUDENTS participate, on forms provided by the AFFILIATE. The record shall, at all times, remain the property of the AFFILIATE.

5. Submit to AFFILIATE the following:

a. Proof of immunization or positive serology (titer) for rubella, measles, mumps, and varicella;

b. Evidence of Hepatitis B either positive antibody titers or immunization;

c. Annual proof of negative tuberculosis testing by PPD skin test. Any STUDENT who has a positive PPD skin test will be required to provide NAME with evidence of a negative chest x-ray report taken within one (1) year of his/her initial date of participation in the Program.

d. Upon AFFILIATE request, NAME will inform each STUDENT to submit copies of said documentation to AFFILIATE.

L. Provide AFFILIATE with a copy of NAME's Code of Conduct and assign a NAME representative to work with AFFILIATE regarding any corporate compliance issues. AFFILIATE acknowledges and agrees that all NAME and STUDENTS must comply with the requirements of NAME's Corporate Compliance Program.

M. NAME will monitor the clinical learning environment and will engage AFFILIATE in addressing negative influences in the learning environment where detected.

**II. RESPONSIBILITIES OF AFFILIATE.** AFFILIATE agrees that it shall:

A. Maintain adequate staff, facilities, and supervising clinicians at AFFILIATE locations covered by this Agreement to meet the educational goals and objectives of the NAME's Program, and in a manner consistent with the standards and requirements established by NAME and the applicable ORGANIZATIONS. The list of AFFILIATE's sites under this Agreement are as follows: \_\_\_\_\_

B. Structure schedules for supervising clinicians at AFFILIATE's facilities in a manner that assures the NAME's Program Director(s) that adequate supervision is readily available to STUDENTS.

C. Provide services and develop systems to minimize the work of STUDENTS that is extraneous to their educational program(s).

E. Ensure that during the period in which STUDENT is assigned to the AFFILIATE, the STUDENT shall receive supervised clinical experience under the licensure of AFFILIATE's clinical

supervisor(s) and be under the ultimate direction and control of NAME's Program Director or, in the Program Director's absence, his/her designee(s).

**F.** Ensure that AFFILIATE clinicians who are supervising MFT and PCC trainee STUDENTS at AFFILIATE facilities are duly appointed as AFFILIATE employees, and are appropriately credentialed and/or licensed in compliance with applicable ORGANIZATION standards. Supervisory clinicians at AFFILIATE's facilities who supervise and manage STUDENTS' work shall do so under direction of the NAME's Program Director(s).

**G.** Cooperate with NAME to ensure that STUDENTS assume progressively increasing and appropriate responsibility in accordance with their levels of education, ability, and experience.

**H.** Conduct formal quality assurance programs as follows:

**1.** All STUDENTS shall receive instruction in appropriate quality assurance/performance improvement. To the extent possible and in conformance with state law, STUDENTS shall participate in appropriate components of AFFILIATE's quality assurance/performance improvement program.

**2.** AFFILIATE shall have a clinical records system that assures the availability of records at all times and documents the course of each client's treatment and care. The clinical records system must be adequate to support the education of STUDENTS and quality-assurance/performance improvement activities, and to provide a resource for scholarly activity.

**I.** Designate, in consultation with NAME, an employee of AFFILIATE to coordinate STUDENTS' duty schedules and activities while at AFFILIATE's sites (hereafter "Site Director(s)"). The Site Director(s) shall also act as liaison(s) with NAME. Upon execution of this Agreement, the name(s) of AFFILIATE's Site Director(s) shall be provided to NAME's Program Director(s).

**J.** Implement duty schedules for STUDENTS in conjunction with NAME's Program Director and in accordance with NAME's educational goals and objectives and the applicable requirements of the Program and ACCREDITATION ORGANIZATIONS, as follows:

**1.** AFFILIATE shall promote the Program's educational goals by ensuring that STUDENTS' learning objectives are not compromised by excessive reliance on STUDENTS to fulfill institutional service obligations. The parties acknowledge and agree, however, that duty hours must reflect the fact that responsibilities for continuing client care are not automatically discharged at specific times. Programs must ensure that STUDENTS are provided appropriate backup support when client care responsibilities are especially unusual, difficult or prolonged.

**2.** AFFILIATE shall ensure that STUDENT duty hours and on-call time periods are not excessive. The structuring of duty hours and on-call schedules shall ensure a work environment that is consistent with proper client care, the educational needs and physical and emotional well-being of STUDENTS, and the applicable requirements of the Program and ORGANIZATIONS.

**K.** Protect the health and safety of STUDENTS at AFFILIATE's facilities by providing each STUDENT with the following:

**1.** Orientation of the type and scope provided by AFFILIATE to its new employees, including, but not limited to, information about AFFILIATE's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;

**2.** Instruction in AFFILIATE's policies and procedures for infection control, including the handling and disposal of sharp objects, and in AFFILIATE's protocols for on-the-job injuries including exposures to blood or body fluids or airborne contaminants;

**3.** First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of STUDENT in the event of exposure of STUDENT to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. The initial care and administration of testing and prophylactic therapy shall be paid for by AFFILIATE. Subsequent care shall be paid for pursuant to the mutual agreement of the parties; and

**4.** Information concerning availability of parking, meals, lockers, and appropriate access to on-call rooms and bathroom/shower facilities.

**L.** Maintain its license as an educational facility and comply with all applicable laws, regulations, TJC, and ORGANIZATION requirements. AFFILIATE shall notify NAME within five days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations, and/or ORGANIZATION requirements.

**M.** Permit inspection of its clinical and related facilities by NAME's individuals charged with the responsibility for monitoring STUDENT's practicum training sites and the quality of supervised clinical training received by STUDENT.

**N.** With respect to any professional services performed by STUDENTS under this Agreement, AFFILIATE shall notify NAME and its Program Director(s) as follows:

**1.** Immediately upon initiation of an investigation of a STUDENT or AFFILIATE supervising clinician.

**2.** Within five days after receipt of service of a complaint, summons or notice of a claim naming a STUDENT or AFFILIATE's supervising clinician.

**3.** Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a AFFILIATE's supervising clinician, or STUDENT has been named or in which a settlement is being proposed on their behalf.

**O.** Provide appropriate security measures to protect STUDENTS in all locations.

**P.** Cooperate with and assist NAME in investigating facts which may serve as a basis for taking any disciplinary or academic action against a STUDENT and/or NAME employee. NAME shall be responsible for the discipline of STUDENTS, and/or NAME employees in accordance with NAME's applicable policies and procedures. NAME may, but need not, consult with AFFILIATE concerning any proposed disciplinary action. AFFILIATE agrees to abide by NAME's recommended disciplinary action.

Notwithstanding the foregoing, AFFILIATE shall have the right, upon reasonable notice and only after consultation with NAME, to prohibit further attendance of any STUDENT assigned to AFFILIATE without cause; provided, however, that AFFILIATE will not take any action against STUDENTS in an arbitrary or capricious manner. If termination is for cause, upon such termination, NAME will use its best efforts to replace the terminated STUDENT with another STUDENT if possible. If termination is not for cause, NAME has no obligation to replace the terminated STUDENT. If any STUDENT wishes to voluntarily withdraw from placement with AFFILIATE, NAME will use its best efforts to replace the STUDENT, but has no obligation to replace the STUDENT.

**Q.** AFFILIATE shall provide NAME with a copy of AFFILIATE's corporate compliance program or any such plan or program that describes AFFILIATE's plan for ensuring ethical and legal compliance with all federal and state laws. AFFILIATE shall not require any STUDENT to conduct his/her professional behavior in a manner that would contradict the requirements of NAME's Code of Conduct.

**R.** The AFFILIATE will provide a learning environment that promotes the development of professional competencies of STUDENTS. The AFFILIATE will regularly assess the learning environment to identify positive and negative influences on the maintenance of professional standards and conduct, and develop appropriate mechanisms for addressing negative influences in the learning environment.

### **III. COMPENSATION.**

Execution of this Agreement shall not be construed to guarantee, set guidelines for or govern any agreements between the parties regarding compensation to NAME, including compensation intended to reimburse NAME for the costs it incurs in connection with STUDENTS' salaries, benefits, and/or other administrative expenses. Any and all financial consideration between NAME and AFFILIATE shall be the subject of a separate written agreement, signed by both parties and approved in accordance with each party's applicable policies and procedures.

### **IV. INDEPENDENT CONTRACTOR.**

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between NAME and AFFILIATE hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither NAME nor AFFILIATE hereto, nor any of their respective officers, directors, STUDENTS or employees shall be construed to be the agent, employee or representative of the other.

NAME and AFFILIATE agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and Local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable Federal, State, and Local laws and regulations.

### **V. STATUS OF STUDENTS.**

**A.** During the period in which a STUDENT is assigned to the AFFILIATE, the STUDENT shall receive supervised clinical experience under the licensure of AFFILIATE's supervisory clinician and be under the ultimate direction and control of the NAME's Program Director or, in the Program Director's absence, his/her designee(s).

**B.** It is expressly agreed and understood by NAME and AFFILIATE that STUDENTS are present at the AFFILIATE's facilities to participate in activities and assignments that are of educational value to STUDENTS, and that are appropriate to the course and scope of NAME's Program and consistent with applicable Program and ACCREDITATION ORGANIZATION requirements.

**C.** NAME and AFFILIATE shall ensure that STUDENTS have the opportunity to:

**1.** Participate in a program of learning that fosters continued professional growth with guidance from the teaching staff.

**2.** Participate in safe, effective, and compassionate client care, under supervision commensurate with their level of advancement and responsibility, as determined by NAME and AFFILIATE's supervisory clinician.

**3.** Participate fully in the educational and scholarly activities of their program and, as required, assume responsibility for teaching and supervising other STUDENTS and students.

**4.** Participate, as appropriate, in AFFILIATE programs and clinical staff activities and adhere to established practices, procedures, and policies of the AFFILIATE.

**5.** Have appropriate representation, where possible, on AFFILIATE committees and councils whose actions affect their education and/or client care.

**6.** Submit to the NAME's Program Director, at least annually, confidential written evaluations of supervisory faculty and of their educational experiences while at AFFILIATE's facilities.

## **VI. ASSIGNMENT OF STUDENTS.**

Commencing on the date set forth in Article X. Term, and subject to the provisions in Section II above, NAME in cooperation with AFFILIATE may assign STUDENTS at AFFILIATE's sites.

## **VII. USE OF NAME.**

The parties agree that any use of the "Mount Diablo Unified School District" name or other similar references to the Mount Diablo Unified School District shall be subject to the prior written approval of the Mount Diablo Unified School District in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

## **VIII. PROFESSIONAL AND ADMINISTRATIVE RESPONSIBILITY.**

Pursuant to Title 22, Section 70713 of the California Code of Regulations, and to the extent permitted by law and not inconsistent with other provisions of this Agreement, AFFILIATE shall retain professional and administrative responsibility for the services rendered to its clients.

## **IX. DISCRIMINATION - PROHIBITION.**

NAME and AFFILIATE agree not to engage in unlawful discrimination against or harassment of any STUDENT pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related

or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws and NAME policies.

**X. TERM.**

The term of this Agreement shall commence on the 1st day of August 2023, and shall continue in effect for one (1) year, or until earlier terminated.

**XI. TERMINATION.**

**A. Termination Without Cause.** Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon one hundred eighty (180) days' prior written notice to the other party or upon completion of the STUDENTS' rotation, whichever is greater.

**B. Termination For Cause.** In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving sixty (60) days' prior written notice of termination to the breaching party.

**XII. INDEMNIFICATION.**

**A.** NAME agrees to protect, hold harmless, indemnify and defend AFFILIATE (including its officers, officials, and employees) from any and all liability (including reasonable attorneys' fees) resulting from injury to or death sustained by any person or damage to property of any kind, to the extent arising from the negligence of NAME.

**B.** AFFILIATE agrees to protect, hold harmless, indemnify and defend NAME (including its trustees, officers, regents and employees) from any and all liability (including reasonable attorneys' fees) resulting from injury to or death sustained by any person or damage to property of any kind, arising out of the negligence of AFFLIATE.

**XIII. INSURANCE.**

**A.** NAME agrees to keep in full force and effect, during the term of this Agreement, insurance to meet the obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

- a. Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to the contract as additional insured;
- b. Professional Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate;
- c. Workers' Compensation coverage with statutory limits, and
- d. Employers Liability coverage with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement.



B. NAME shall cause to be issued to AFFILIATE evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

**XIV. COOPERATION IN DISPOSITION OF CLAIMS.**

AFFILIATE and NAME agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.

To the extent allowed by law, AFFILIATE and NAME shall have reasonable and timely access to the clinical records, charts, applicable Clinical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either AFFILIATE or NAME to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

**XV. CLIENT RECORDS.**

Any and all of AFFILIATE's clinical records and charts created at AFFILIATE's facilities as a result of performance under this Agreement shall be and shall remain the property of AFFILIATE. Both during and after the term of this Agreement, NAME shall be permitted to inspect and/or duplicate, at NAME's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of client confidentiality in accordance with applicable federal, state and local laws, including but not limited to the Health Insurance Portability and Accountability Act.

**XVI. DISCLOSURE OF PROTECTED HEALTH INFORMATION BETWEEN NAME, AFFILIATE, AND ACCREDITATION ORGANIZATIONS.**

The parties acknowledge and agree as follows:

**A.** The Health Insurance Portability and Accountability Act ("HIPAA") and the HIPAA regulations (45 CFR Parts 160 and 164) permit covered entities to use and disclose Protected Health Information ("PHI") without client authorization for certain specified purposes, one of which is for health care operations.

**B.** Health care operations, as defined under HIPAA, include the training and educational programs of covered entities, accreditation and credentialing activities.

**C.** NAME and AFFILIATE are each covered entities as defined by HIPAA.

**D.** NAME and AFFILIATE may each disclose PHI to the other as necessary to carry out its respective training and educational programs, as well as to meet the accreditation and credentialing requirements of each institution.

**E.** NAME and AFFILIATE each represent to the other that all members of its workforce who use, create or disclose PHI, including, as applicable, its faculty, clinical staff, employees and STUDENTS, have received training as required by HIPAA.

**F.** AFFILIATE shall permit ACCREDITATION ORGANIZATIONS or accrediting entities, acting on behalf of NAME as NAME's Business Associates, to access the PHI maintained by the AFFILIATE that is necessary for those organizations or entities to conduct their accreditations of NAME.

**G.** NAME and AFFILIATE may disclose such PHI as is necessary for the healthcare operations of the other.

## **XVII. ARBITRATION.**

In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties agree to first attempt in good faith to resolve the dispute between themselves. If the parties are unable to resolve the dispute within thirty (30) days, then all matters in controversy shall be submitted to binding arbitration pursuant to California Code of Civil Procedure section 1280, et seq. using the offices of the American Arbitration Association. Arbitration shall be initiated by either party making a written demand for arbitration on the other party and to the American Arbitration Association. Unless the parties can agree on a single arbitrator within ten (10) days from the receipt of the written demand for arbitration, each party shall designate an arbitrator within fifteen (15) days of receipt of the written demand for arbitration. Within seven (7) days of the appointment of two arbitrators, those arbitrators shall designate a third arbitrator. The parties agree that either party to an arbitration may seek judicial review by way of a petition to the court to confirm, correct or vacate an arbitration award pursuant to the provisions of Code of Civil Procedure sections 1285 and 1294.2.

## **XVIII. INTERRUPTION OF SERVICE.**

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, terrorism, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

## **XIX. ATTORNEYS' FEES.**

In the event of any action, suit or proceeding, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

## **XX. ASSIGNMENT.**

Neither AFFILIATE nor NAME shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. AFFILIATE may

not assign STUDENTS to locations other than those described in Section II.A. without the prior written consent of NAME.

**XXI. SEVERABILITY.**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

**XXII. WAIVER.**

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

**XXIII. EXHIBITS.**

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

**XXIV. MODIFICATIONS AND AMENDMENTS.**

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and NAME agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority or due to a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

**XXV. ENTIRE AGREEMENT.**

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

**XXVI. GOVERNING LAW.**

This Agreement shall be governed in all respects by the laws of the State of California.

**XXVII. NOTICES.**

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO AFFILIATE:           Mount Diablo Unified School District

TO NAME:                   The Wright Institute  
                                  Master of Arts in Counseling Psychology  
                                  1000 Dwight Way  
                                  Berkeley, CA 94710

The parties have executed this Agreement as set forth below.

**MOUNT DIABLO UNIFIED SCHOOL  
DISTRICT**

**THE WRIGHT INSTITUTE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title:

**AFFILIATION AGREEMENT  
BETWEEN  
THE MOUNT DIABLO UNIFIED SCHOOL DISTRICT  
AND  
THE WRIGHT INSTITUTE**

**EXHIBIT 1**

This agreement includes the following NAME PROGRAMS:

Educational Institution

1. Master of Arts in Counseling Psychology (Pre-graduate level student MFT and PCC trainees)