



Holy Names University
Counseling and Forensic Psychology Programs
Affiliation Agreement

The purpose of this document is to specify the terms of the agreement that will exist between the Counseling and Forensic Psychology program at Holy Names University, hereafter referred to as “University Program,” and the Alameda Unified School District, hereafter referred to as “Agency,” The terms of the agreement will be subject to modification and/or amendment only if all parties are of one accord.

Names, Addresses and Contacts of Relevant Parties in this Agreement

Holy Names University, Counseling & Forensic Psychology Program
Ms. Kini Chang, LMFT, Field Placement Coordinator/chang@hnu.edu/510-436-1347
3500 Mountain Blvd., Oakland, CA 94619
TIN:

Alameda Unified School District
Ms. Sandy Wong, Coordinator for Employee and Labor Relations
swong@alameda.k12.ca.us/510-337-7027
2060 Challenger Dr. Suite 300, Alameda, CA 94501

In consideration of the mutual benefits to the respective parties, the University Program and the Agency agree to the terms set forth below.

Term and Termination: This Agreement becomes effective upon the effective date and supersedes any prior agreement. This Agreement will continue from year to year unless otherwise terminated by mutual consent of the parties at any time or by either party upon 30 days written notice. Such termination shall in no way affect the students assigned prior to termination.

Early Termination: This Agreement may be terminated as follows unless otherwise specified herein:

- a) **Mutual:** Agency/District and University may terminate this Agreement at any time by written agreement.
- b) **Agency or District Sole Discretion:** Agency or district in its sole discretion may terminate this Agreement for any reason on 30 days' written notice to Holy Names University.
- c) **Breach:** Either party may terminate this Agreement in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely repair the breach within 30 days of the date of the notice, then the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination.
- d) **University Licensing, etc.:** Agency or District may terminate this Agreement immediately by written notice to University upon denial, suspension, revocation, or non-renewal of any license, permit or certification that University must hold to provide services under this Agreement

Confidentiality FERPA. This provision applies to agreements in which one of the parties is a school district or school program. As required by the 20 USC 1232(g) (Family Educational Rights and Privacy Act, "FERPA"), the University and/or student shall not disclose any information or records regarding the agency or district's clients or their families that University or Student may learn or obtain in the course and scope of their respective performance under this Agreement. The parties recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information ("PII") from education records for at least five years (34 CFR 99.33(c)). Therefore, consistent with FERPA's requirements PII obtained by University or student in the performance of this Agreement may not be re-disclosed to their parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Agreement. HNU is responsible for ensuring Student compliance with this and all applicable laws.

Compliance with Applicable Law. HNU shall comply with all federal, state, and local laws applicable to public contracts, to the work done under this Agreement, and with all regulations and administrative rules established pursuant to those laws.

Non-discrimination Clause. Both parties agree that no person shall be subject to unlawful discrimination based on race, color, gender, age, religion, national origin, US military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, or benefits in connection with the Agreement. The parties further agree not to discriminate in their employment or personnel policies.

Mutual Indemnity. The University shall defend, indemnify and hold the agency or District, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement (collectively, "Claims") but only in proportion to and to the extent such claims are caused by or result from the negligent or intentional acts or omissions, or violation of FERPA with respect to student records, by the University, its officers, agents, or employees.

The Agency or District shall defend, indemnify and hold the University, its officers, employees and agents harmless from and against any and all claims arising out of the performance of this Agreement but only in proportion to and to the extent such claims are caused by or result from the negligent or intentional acts or omissions of the Agency or District, its officers, agents, or employees.

Insurance. Without limiting the indemnification of either party to this Agreement, each party shall maintain or cause to be maintained general liability insurance that meets the minimum limits.

THE UNIVERSITY PROGRAM AGREES:

The HNU Counseling Psychology and Forensic Psychology Programs

- Shall approve the supervised fieldwork setting for each trainee
- Shall have a written agreement with the supervised fieldwork setting that details the contract between the trainee, the supervisor, the agency/site and HNU
- Shall provide forms for regular process reports and evaluation of the student's performance at each supervised fieldwork setting
- Shall coordinate the terms of this agreement with each of the named parties
- Shall evaluate the appropriateness of the supervised fieldwork experience for each MFT and LPCC licensee as set forth in Sections 1821, 1833, 1833.1, 4980.02, 4980.36, 4980.42, 4980.43, 4982, 4999.34, 4999.36, 4999.47 of the Business and Professions Code
- Shall adhere to the agency's calendar, especially if a school setting, and abide by the agency or school district's policies, regulations and procedures currently or hereafter adopted by the agency or school district.
- Shall provide the Site Supervisor with pertinent personal and academic information as pertains to practicum, including the HNU Student Handbook and other information that supports the student and supervisor in carrying out the mission of this agreement.

THE AGENCY AGREES:

The Fieldwork Agency/Site

- Shall provide the trainee and the supervisor with the documentation necessary to verify to the Board of Behavioral Sciences that the placement is one that is defined by law, that the trainee is employed in the manner required by law, and a

description of the duties performed by the trainee fall within the scope of the license of an MFT or LPCC

- Shall appropriately evaluate the qualifications and credentials of any employee who provides supervision to MFT or LPCC trainees
- Shall provide adequate resources to the trainee and the supervisor in order that they may provide clinically appropriate services to clients
- Shall orient the trainee and supervisor to the policies and practices of the agency/site
- Shall notify the HNU Field Placement Administrator in a timely manner of any difficulties in the work performance of the student
- Shall provide the trainee and the supervisor with an emergency response plan which assures the safety and security of the trainee, supervisor, and the trainee's clients
- Shall provide the trainee with a minimum of 10 hours per week of supervised fieldwork experience involving individual, group, or couples/family counseling
- Has the right to remove the student, after adequate attempts to resolve any difficulties in the student's performance, for any reason deemed in the best interests of the agency, its clients and the agency's mission.

Responsibilities of the Site Supervisor

- Shall sign and abide by the "Responsibility statement for supervisors of the MFT or LPCC license" as described in Section 1833.1 of the California Code of Regulations (CCR)
- Shall provide supervision to meet the following BBS regulations: one hour of individual supervision contact or two hours of group supervision contact for each week of experience claimed, one hour of individual supervision contact or two hours of group supervision contact for every five hours of client contact. "Group supervision" means a group of no more than eight (8) persons receiving supervision from one supervisor
- Shall describe in writing the methods by which supervision will be provided
- Shall provide progress reports and evaluations of the trainee's performance at the fieldwork setting every semester by completing an evaluation provided by the University, and will review that evaluation with the trainee every semester
- Shall abide by the ethical standards for supervisors published by the American Association of Marriage and Family Therapy and the California Association of Marriage and Family Therapists
- Shall review and sign the experience log required by Section 1833 (e) of the CCR on a weekly basis, as set forth in Section 1833 (c) of the CCR
- Shall sign the experience verification form required for licensure except as set forth in Section 1833.1 (c) of the CCR
- Shall sign the Responsibility Statement form required for licensure as set forth in Section 1833.1 (b) of the CCR

This Agreement shall become effective on and shall automatically renew on an annual basis unless terminated as provided by this Agreement. This Agreement may be

terminated at the will of either party by giving thirty (30) days written notice to the other, provided however, both parties hereto shall exert their best efforts to provide a mechanism whereby students who are currently in this educational program be allowed to complete the educational program without interruption.

For the HNU Counseling Psychology and Forensic Psychology Programs	For the Agency:
Signature:	Signature:
Name Printed:	Name Printed:
Title:	Title:
Date:	Date: