

MEMORANDUM OF UNDERSTANDING

BETWEEN

The Chicago School of Professional Psychology, Los Angeles

AND

[The William S Hart UHSD]

{This Memorandum of Understanding (the "Agreement") is entered into by and between The Chicago School of Professional Psychology, located at 707 Wilshire Blvd., Los Angeles, California (the "Institution"), and ("The Facility").

RECITALS

WHEREAS, the Facility has clinical training or supervised opportunities available in the field of psychology

WHEREAS, clinical training is a required and integral component of the Institution's Clinical Psychology curriculum;

WHEREAS, the Institution desires the cooperation of Facility in the development and implementation of the clinical training experience phase of its curriculum;

WHEREAS, the Facility recognizes its professional opportunity and responsibility to participate in the education of students in the field; and

WHEREAS, the Facility wishes to join the Institution in the development and implementation of a clinical or supervised fieldwork program at Facility for Institution's students.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Institution and the Facility enter into this Agreement on the terms and conditions set forth below.

The Institution and the Facility mutually agree:

1. To establish the educational objectives for the clinical or supervised fieldwork program, devise methods for their implementation and continually evaluate to determine the effectiveness of the program.
2. The Institution agrees to select and assign Students to the facility
3. Facility reserves the right to interview any Student selected by the Institution prior to accepting that Student for training in the program. Subject to the foregoing, Students selected for assignment shall be assigned to Facility for a period of time mutually

determined in advance by the parties, which may be altered by 30 days' written notice, with consideration given to the staff and space availability.

4. The Institution has the right to disclose a student's education record, as set forth in the Family Educational Rights and Privacy Act of 1974 (FERPA), to Facility representative(s) where necessary related to training goals. The education record includes but is not limited to academic grades, academic standing, programmatic standing, and disciplinary action. The Facility representative(s) is responsible for maintaining the confidentiality of a student's education record as defined by FERPA and is prohibited from redisclosing the student's education record except as required by law or authorized by the Institution in writing.
5. Interns or Trainees will be bound by all American Psychological Association and Board of Behavioral Sciences confidentiality policies and procedures, and all applicable Federal, State, and local laws and ordinances concerning the confidentiality of patient and intern/trainee records.

The Institution agrees:

1. To designate a Liaison or Coordinator, hereinafter referred to as "Academic Coordinator" to administer the Institution's responsibilities related to the clinical or supervised fieldwork program.
2. To assume responsibility for assuring the clinical or supervised fieldwork program's compliance with the educational standards established by the appropriate state professional licensing board or any other relevant authority.
3. To establish and maintain, as necessary for the implementation and performance of this Agreement, ongoing communication between the Academic Coordinator of the Institution and the Training Coordinator of the Facility on items pertinent to education and clinical supervision in the field.
4. To coordinate with the Training Coordinator and the Facility, at a time mutually agreed upon, about the student assignments, including the name of the students, level of academic preparation, and length and dates of the clinical or supervised fieldwork experiences.
5. To refer to the Facility only those students who have satisfactorily completed the prerequisite academic portion of the curriculum.
6. To direct the assigned students to comply with the existing pertinent rules and regulations of the Facility and all reasonable directions given by qualified Facility personnel.
7. To supply the Training Coordinator at the Facility with the appropriate forms to be used in evaluating the performance of the assigned student.

8. To require the student to provide, prior to the commencement of the student's assignment, such confidential on-boarding information as may be required by the Facility or deemed necessary for the training and guidance of the student.

The Facility agrees:

1. To provide the physical facilities and equipment necessary to conduct the clinical or supervised fieldwork program.
2. To designate a Training Coordinator who will be responsible for organizing and coordinating the planning and implementation of the clinical or supervised fieldwork program.
3. To advise the Institution of any changes in personnel, operation or policies that may affect the program.
4. To determine the number of students which it can accommodate during a given period of time.
5. To inform the student and the Institution of the Facility's requirements (i.e., health status, criminal background) for acceptance into the Facility's clinical or supervised fieldwork program.
6. To provide the assigned student with a copy of the Facility's existing pertinent rules and regulations with which the student is expected to comply.
7. To make available, whenever possible, emergency health care for the assigned student. (The student will otherwise be responsible for his or her own health care, including maintaining his or her own medical insurance.)
8. To advise the Institution of any serious deficiency noted in the ability of an assigned student to progress toward achievement of the stated objectives of the clinical or supervised fieldwork program. It will then be the mutual responsibilities of the assigned student, the Training Coordinator, Clinical/Fieldwork Supervisor, and the Academic Coordinator to devise a plan by which the intern or trainee may be assisted to achieve the stated objectives.
9. To have the right to terminate any student whose health, as permitted by law, or performance, is a detriment to patient well-being or to achievement of stated objectives of the clinical or supervised fieldwork program after conferring with the Academic Coordinator.
10. To restrict student's access to any patient or client records except in the course of the student's duties under the program. Students will be bound by all confidentiality policies and procedures as set forth in paragraph 5, and all applicable Federal, State, and local laws and ordinances concerning the confidentiality of patient and student records.

11. To comply with the Federal, State, and local laws and ordinances concerning human subject research if students participate in such a research program.

GENERAL TERMS AND CONDITIONS

1. The Memorandum of Understanding between the Institution and the Facility shall be the governing legal document between the parties.
2. The Facility's Training Coordinator may complete and sign training agreement documents (electronic) that are submitted by the Institution that specify interns' or trainees' planned educational/internship program details. Completion of these training agreement documents is for informational purposes only.
3. **Non-Discrimination.** Both parties shall comply with all federal, state, and local laws, rules, and regulations, and executive orders concerning non-discrimination in employment, education, and services on the basis of sex, race, disability, religion, national origin, or veteran's status.
4. **Indemnification.** Each party shall defend, indemnify, and hold harmless the other its agents, affiliates, subsidiaries, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the indemnifying party, its agents, employees, or any tier of that party's subcontractors in the performance of this Agreement. The insurance requirements of this Agreement will not be construed as limiting the scope of this indemnification.
5. **Insurance.** Without limiting the indemnification obligations stated above, each party to this Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, general liability and professional liability coverage. The Facility's general liability insurance shall have minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Institution's student professional liability insurance shall carry a single limit of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
6. **Independent Contractor.** Institution faculty, staff, and students are not officers, agents, or employees of the Facility. Each party shall be solely liable for its own debt, obligations, acts, and omissions, including the payment of all liability, withholding, social security, worker's compensation, or other taxes or benefits on behalf of its employees.
7. **Worker's Compensation Insurance.** It is understood and agreed that Institution's students are not to be considered employees of the Institution and therefore students are

not eligible for worker's compensation insurance and the Institution does not maintain worker's compensation insurance for student coverage. Rather, student interns are fulfilling specific requirements for pre-clinical or clinical experiences as part of a degree program. Student interns, in consideration of this service are paying for service under their tuition arrangements with the Institution.

8. **Term.** This Agreement shall be effective for a period of one year from the date of signature when executed by both parties. This Agreement will automatically renew unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term.
9. **Effective Date.** The effective date of this Agreement is the date on which the agreement was duly executed.
10. **Termination.** The expectation of all parties is that the trainee will complete the term of this agreement. Termination of this agreement with cause shall be in accordance with the academic policies of the qualifying degree program or the employment or volunteer policies of the supervised fieldwork setting. Any party may terminate this agreement without cause by giving the other party 30 days' notice of the intention to terminate. Termination of this agreement on the part of the trainee or supervisor is separate from termination of his or her employment at the supervised fieldwork setting. Termination of the trainee or supervisor's employment or this agreement must take into account the clinical necessity of an appropriate termination or transfer of clients. In any case, it is assumed that if there is an early termination of this agreement on the part of the trainee, the supervised fieldwork setting or supervisor, that such a decision must include consultation with the qualifying degree program.
11. **Notices.** All notices required to be given under this Agreement shall be sufficient if sent by electronic mail, electronic documentation through the TCS tk20 portal, facsimile, or U.S. Mail as follows:

For Institution: Shannon Wasley, PsyD
Director of Office of Placement and Training
707 Wilshire Blvd. 7th Floor
Los Angeles, CA 90017
Tel: 213-283-4238 Fax:

For Facility:

Nicholas S. Betty, Ph.D., LMFT

Director of Counseling (ERICS)

William S Hart UHSD

21380 Centre Pointe Parkway, Santa Clarita, CA 91350

Tel: 661-259-0033 ext. 386 Fax: 661-254-8653

12. **Modification.** This Agreement may be revised or modified only by mutual agreement and written amendment signed by both parties.

13. **Severability.** Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Agreement is invalid or unenforceable for any reason if same should occur by operation of law, all remaining paragraphs and subparagraphs will remain in full force and effect.

14. **Waiver.** The failure or delay of either party to exercise any right, power, or privilege under this shall not operate as a waiver of any such right, power, or privilege.


15. **Assignment.** Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties. In addition, this Agreement contains all of the terms and conditions between the parties and may be amended only in a writing signed by each of the parties.

16. **Governing Laws and Jurisdiction.** This Agreement shall be governed by and construed pursuant to the laws of the State of California. In the event that a dispute arises in relation to this Agreement, all parties agree to submit to the jurisdiction in the courts of the State of California.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement to be effective as of the day specified below.

Institution Representative
Dr. Dean Rishel

Date



Facility Representative
Ralph Peschek
Chief Business Officer

7/8/22
Date