

AFFILIATION AGREEMENT FOR PLACEMENT
OF UNIVERSITY OF SAN FRANCISCO
SCHOOL OF EDUCATION
COUNSELING PSYCHOLOGY
MARRIAGE & FAMILY THERAPY PROGRAM STUDENTS

THIS AGREEMENT ("Agreement") is made and entered
into this 14th day of August,
2023_, by and between the UNIVERSITY OF SAN
FRANCISCO SCHOOL OF EDUCATION, hereinafter called
"University" or "USF" and
Albany Unified School District

RECITALS

University is currently conducting a Counseling Psychology Masters Program with an emphasis in Marriage and Family Therapy that requires student field experience, use of Agency's facilities for practical learning experiences and the provision of services to and for Agency in a manner which is mutually beneficial to USF students and Agency; and Agency has made it a professional responsibility to assist in the educational experience of university students and is interested in providing University a site for teaching and practical experience and assisting University with its curricula.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and Agency agree as follows:

1. AGENCY RESPONSIBILITIES. Agency shall:
 - A. Permit each student who is designated by University pursuant to paragraph 2A below to receive counseling with an emphasis in Marriage and Family Therapy oriented field experience at the Agency ("Clinical Program"); assign each student to a qualified field supervisor who meets the California Board of Behavioral Sciences ("BBS") current minimum requirements for assuming responsibility for providing supervision to those working toward a Marriage and Family Therapy

- License and/or Professional Clinical Counselor License, and executes a statement to this effect as required by the BBS ("Agency Field Supervisor"); and grant students and University instructors free access to appropriate Agency facilities for such Clinical Program.
- B. Allocate clinical experience equally among students from USF and other universities; and ensure that each USF student is afforded the quality and quantity of clinical experiences necessary for the student's advancement in the Clinical Program and significant professional growth.
 - C. Maintain Agency facilities used for the Clinical Program in such a manner that said facilities shall be available to USF students and Traineeship Course Instructor(s) (as provided in paragraph 2F below) when needed, including a conference-type space suitable for small groups as may be needed, and as may be available.
 - D. Maintain Agency staff in adequate number and quality to ensure student clinical training and continuous management of the Clinical Program in cooperation with University.
 - E. Have the right, after consultation with University, to terminate from the Clinical Program any of University's students who in Agency's judgment fail to perform satisfactorily in said program.
 - F. Notify University and Traineeship Course Instructor(s), in advance, of any change in Agency's personnel appointments which may affect the Clinical Program.
 - G. Maintain sole responsibility for patient/client care and student clinical training.
 - H. Provide an Agency Field Supervisor to meet with each USF student for one hour of individual supervision (or two hours of group supervision) for each five hours of direct student-client contact, and to complete two evaluation forms for each USF student per semester, one evaluation at midterm and one evaluation at the end of the term.
 - I. Inform Agency Field Supervisor(s) assigned to USF students of the provisions of this Agreement; and monitor Agency Field Supervisors' compliance with its terms.
 - J. Provide USF students with a 9 – 12 month Clinical Program.



- K. Attach to this Agreement any Agency policies, procedures, regulations, requirements, and restrictions which apply to USF students.

2. UNIVERSITY RESPONSIBILITIES. The University shall:

- A. Designate the USF students to be assigned to the Clinical Program at Agency, in such numbers as are mutually agreed to by both parties; and inform USF students of the provisions of this Agreement.
- B. Be responsible for academic instruction only and shall not supervise clinical care.
- C. Require every USF student participant to conform to all University policies, procedures, regulations, requirements and restrictions, and all applicable Agency policies, procedures, regulations, requirements and restrictions attached to this Agreement pursuant to Paragraph 1K.
- D. In consultation and coordination with Agency's representatives, plan the Clinical Program to be provided to students under this Agreement.
- E. In consultation and coordination with Agency's administrative staff arrange for periodic conferences between appropriate representatives of University and Agency to evaluate the Clinical Program provided by this Agreement.
- F. Assign a USF faculty member as a course instructor responsible for monitoring the professional development and performance of students enrolled in the Clinical Program ("Traineeship Course Instructor").
- G. Maintain records on individual students to monitor the professional development and performance of students enrolled in the Clinical Program.

3. FINANCIAL PROVISIONS

A. Hold Harmless and Indemnification

Agency and University agree to protect, hold harmless, indemnify and defend each other (including their respective officers, officials, employees, students and volunteers) 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, which is in any way connected with the performance of this Agreement, except that said hold harmless and indemnification shall not be applicable to



liability arising from the sole negligence or the sole willful misconduct of Agency or University.

B. Agency and University Insurance

Agency and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

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;

Medical Professional Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate;

Workers' Compensation coverage with statutory limits, and

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.

Agency and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

Attach evidence of insurance policy to this Agreement.

C. STUDENT INSURANCE

Student participants shall procure and maintain at their own expense during the term of the field experience:

Professional Liability insurance to a limit of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate. Agency shall be responsible for obtaining evidence of such insurance and providing University a copy of such evidence.



D. STUDENT STATUS.

Under this Agreement, students shall not be entitled to any monetary remuneration or compensation from either Agency or University for services performed by them within the course of the Clinical Program. Students who do receive compensation must be made aware of, and be in compliance with, the BBS rules and regulations pertaining to payment of trainees.

Students are not employees of either Agency or University, regardless of the nature and extent of the acts the students may perform. The payment of compensation does not in itself create an employee/employer relationship between the student and either Agency or University. Therefore, neither Agency nor University assumes any liability under any law on account of any act of any student performing, receiving training or traveling pursuant to this Agreement.

E. STATUS OF THE PARTIES.

It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and Agency; rather it is an affiliation between independent contractors, these being University and Agency.

4. DISPUTES

- A. In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to decide whether to attempt to settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

5. GENERAL PROVISIONS

- A. Term of Agreement. This Agreement shall be effective as of the date first written above and shall be automatically renewed annually.

- B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by Agency shall not be effective as to any student who at the date of mailing of the notice by Agency was participating in the Clinical Program until the student has completed the Clinical Program for the then current academic year, except at the election of University.
- C. Entire Agreement; Modification. This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.
- D. Applicable Law. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.
- E. Severability. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.
- F. Confidentiality. Both parties shall protect the confidentiality of each others records and information, and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with Agency policy and procedure related to patient confidentiality.
- G. Student Records. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that generally student permission must be obtained before releasing specific student data to anyone other than University. University agrees to provide Agency with guidance with regard to compliance with FERPA.
- H. Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To University:

MFT Program
USF School of Education
2130 Fulton Street
San Francisco, CA 94117-1080

With a copy to:

General Counsel
University of San Francisco
2130 Fulton Street
San Francisco, CA 94117-1080



To Agency:

Albany Unified School District

1216 Solano Avenue

Albany, CA 94706

- I. Non-Discrimination. The parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) or disability and otherwise as required or permitted by law.
- J. Intellectual Property. Should any intellectual property (such as copyrights) be generated out of this Agreement or related research activities, Agency agrees that the ownership and control of such intellectual property shall be controlled by University policies then in effect.
- K. Status of Agency. Agency is a (check one):

- ☐ **Government Entity**
- ☐ **Nonprofit and charitable corporation** (attach copy of 501(c)(3) tax exempt letter from IRS)
- ☒ **X School, College, or University**
- ☐ **Licensed Health Facility as defined by Health and Safety Code §§1250, 1250.02 1250.03; social rehabilitation facility or community treatment facility §1502(a), pediatric day health and respite care facility §1760.2(a), or a licensed alcoholism or drug abuse recovery or treatment facility §11834.02** (attach copy of license).



Revised 10/05/15

<p>UNIVERSITY:</p> <p>UNIVERSITY OF SAN FRANCISCO 2130 Fulton Street San Francisco, CA 94117-1080</p> <p>By: _____ Senior Vice Provost Date</p> <p>_____ Dean, School of Education Date</p> <p>_____ Coordinator, Date USF/MFT Program</p>	<p>AGENCY: (print: name, address, phone)</p> <p>_____</p> <p>Albany Unified School District 1216 Solano Avenue Albany, CA 94706</p> <p>_____</p> <p>_____</p> <p>Phone # (510)558-3750</p> <p>By: _____ Agency Director* Date</p> <p>Contact (please print) Marina Gonzalez</p> <p>_____</p> <p>Phone Number and Email (510)558-3757 and mgonzalez@ausdk12.org</p> <p>_____</p> <p>_____</p> <p>* Please check information required on previous page</p>
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Mailing Address:
MFT Program
USF School of Education
2130 Fulton Street
San Francisco CA 94117-1080