



# TOURO UNIVERSITY WORLDWIDE

## MEMORANDUM OF AGREEMENT Between Touro University Worldwide And

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### A. TOURO UNIVERSITY WORLDWIDE

designates \_\_\_\_\_ (the “Agency”) as a School approved setting for instruction in the School’s program of Masters in Marriage and Family Therapy.

The School and the Agency commit themselves to cooperative efforts, as described below, in provision of supervised educational field experiences for students.

This agreement becomes effective on \_\_\_\_\_ and remains in force until \_\_\_\_\_, except as provided below. This agreement may be renewed annually upon mutual agreement of the parties.

Either the School or the Agency may terminate this agreement at any time for any reason by providing at least 90 days advance notice to the other in writing that this agreement will be terminated, provided that students currently enrolled in the program at Agency at the time of notice of termination shall be given the opportunity to complete their clinical program at Agency. Every effort will be made to give as much notice as possible to the other party, regarding termination of this agreement, so as to minimize disruption to the student’s education and the agency’s service delivery system.

### B. THE SCHOOL AGREES TO

- 1) Work cooperatively with the Agency in designing appropriate field learning experiences to meet the objectives of the School’s field education program.
- 2) Select and/or recommend for placement at the Agency students who appear to be most appropriate. It is understood that the Agency will have the opportunity to meet the students before placement begins. The Site Supervisor will have access to information about the students, including: field placement forms, folders, and prior field evaluations.
- 3) After collaborative discussion with Site Supervisor, carry final responsibility for decisions which affect the progress of the student, including the grade and awarding of credit.
- 4) Provide consultation to appropriate staff of the Agency in the general development of its field teaching program.
- 5) Provide a copy of the School’s field manual plus other pertinent instructional material, such as: academic calendar, course outlines, field bulletins, evaluation guidelines, periodic updates.
- 6) Provide opportunities for appropriate evaluations of the performance of all parties to this agreement.
- 7) Provide opportunities for Agency/Site Supervisor participation in relevant School activities.

8) Indemnify, defend and hold harmless Agency, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys fees where liability is found to exist by reason of the negligent acts or omissions of School's employees, agents, or representatives.

9) Notify students that they are subject, during their educational field experience at Agency, to applicable Agency regulations and that they must conform to the same standards as are set for Agency's employees in matters relating to the welfare of clients or patients and general Agency operation.

10) The School requires that student interns obtain professional malpractice insurance before beginning their field placement experience. The coverage liability limits are \$1,000,000 each claim, and \$3,000,000 aggregate.

### **C. THE AGENCY AGREES TO**

1) Accept the policy of the School that students are assigned in accordance with the provisions of the federal and state civil right laws; also comply with all federal, state and local laws and ordinances concerning human subject research if students participate in a research program as part of a research team.

2) Accept and treat the student's primary role as a learner and the field placement assignment as an educational experience. This includes the following:

- a. permitting the student to receive needed support, assistance and instruction;
- b. making available to the student appropriate cases and learning activities; and
- c. permitting the student to participate in staff development and other training opportunities.

3) Provide the student with the resources necessary to carry out assigned educational and service tasks, including the following:

- a. space that is sufficiently private for carrying on independent work and activity;
- b. clerical service and supplies for records and reports produced for the agency; and
- c. access to client and Agency records as appropriate to assigned tasks.

4) Provide qualified staff as Site Supervisor for the student, subject to approval by the School.

5) Assure that each Site Supervisor has adequate time within his/her work schedule to meet the requirements of the School's field education program; this involves release time in an amount commensurate with the time needed to fulfill designated field instruction responsibilities.

6) Assure that the Practicum Instructor is advised of policy and service changes and developments which may affect student learning or the School's curriculum.

7) Provide for reimbursement of all student travel expenses on Agency business that has approval of Site supervisor.

8) Provide the student with information available to its employees regarding personal safety when carrying out agency related assignments.

9) Comply with all state, federal and local laws, ordinances, rules and regulations regarding the operation of the Program, including laws and regulations concerning the confidentiality of Student records.

10) Comply with all applicable requirements of any accreditation authority and permit the authorities responsible for accreditation of the School's curriculum to inspect the facilities, services, and other items provided by Agency for purposes of the Program.

11) Indemnify, defend and hold harmless School, its employees, agents, trustees and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys fees where liability is found to exist by reason of the negligent acts or omissions of Agency's employees, agents or representatives.

#### **D. THE SCHOOL'S PRACTICUM INSTRUCTOR AGREES TO**

- 1) Maintain contact with the Agency, administration, Site Supervisor, and students throughout the year through site visits, telephone conferences or meetings.
- 2) Monitor the field placement experience to ensure that the School's learning objectives are being met.
- 3) Consult with the Site Supervisor regarding the development and implementation of the teaching plan as well as the School's policies and procedures.
- 4) Consult with students regarding their learning objectives, course selections and progress or problems in the field.
- 5) Review students' performance with Site Supervisor and students as participants, to evaluate progress.
- 6) Identify problems as early as possible, and when necessary, devise a plan for their resolution. (This may involve reading process recordings and other written material prepared by the students and developing a specific learning contract with measurable objectives.)
- 7) Make the determination in consultation with the Site Supervisor and student, as to whether replacement of students may be necessary, based on serious problems within the field site or the inappropriateness of the placements for the students.
- 8) Evaluate the placement, on an annual basis, with the Site Supervisor.

#### **E. THE AGENCY'S SITE SUPERVISOR AGREES TO**

The Site Supervisor must have a Master's Degree and a current license in Clinical Social Work, Marriage and Family Therapy, PhD in Psychology or Licensed Professional Clinical Counselor from an accredited school, and be licensed for at least two years. Must have knowledge of, experience with, and commitment to professional values, education and practice.

#### **SITE SUPERVISOR AGREES TO**

- 1) Orient students to the Agency, staff and other appropriate professionals, explain student roles, responsibilities and expectations; arrange for student participation in relevant staff, committee, and in-service training meetings whenever possible.
- 2) Assist the student in the development of a Learning Agreement that outlines field education expectations and learning objectives.
- 3) Provide adequate and diverse cases to the student in meeting his/her educational needs. Approximately one half of the student's time in field placement should be spent in direct practice.
- 4) Assume primary responsibility for the development and implementation of these learning activities and coordinate with other staff who may be involved in the student(s) field instruction, i.e. or task supervisors.
- 5) Provide a minimum of one hour of agency time weekly per student for regularly scheduled individual conferences, or one and one-half hours if no group supervision is available to student for each 5 hours of face to face client time.
- 6) Involve students in on-going evaluations of their performance in the field placement, focusing on their specifically assigned tasks; inform students about, and attempt to address with them, any unsatisfactory performance or other problems that have been identified; submit written evaluations of student progress at times designated by the School.
- 7) Communicate periodically with the Practicum Instructor for the purpose of planning, reviewing and evaluating the field experience.
- 8) Inform the Practicum Instructor promptly about any problem in field placement.
- 9) Engage in a process of evaluation of the total educational experience in the field, which will include in-pur from the Site Supervisor, Practicum Instructor, and students.

## F. General Provisions

- 1) Non-discrimination. The parties shall make no distinction or discriminate in any way among students covered by this Agreement on the basis of race, color, sex, creed, age, handicap or national origin.
- 2) Coordination of Program. The parties shall use best efforts to establish the educational objectives for the Program, devise methods for its implementation, and continually evaluate to determine the effectiveness of the clinical experience.
- 3) Students Not University Employees. The parties hereto agree that the University's students are fulfilling specific requirements for clinical experiences as part of a degree requirement and, therefore, the University's students are not to be considered employees or agents of either the University or the Facility for any purpose, including Worker's Compensation or employee benefit programs.
- 4) Insurance. 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, comprehensive general liability and professional liability. The general liability insurance shall have a minimum coverage of \$1,000,000. The professional liability insurance shall carry coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Upon written request, either party shall provide the other with a certificate evidencing such coverage.
- 5) Term. This Agreement shall be effective for the period set forth in Paragraph A of this Agreement, when executed by both parties. Thereafter, this Agreement will be automatically renewed annually unless otherwise indicated in writing by one of the parties at least ninety (90) days prior to the end of the term, or unless terminated in accordance with paragraph 6 below.
- 6) Termination. Thereafter, this Agreement may be terminated by either party with or without cause upon ninety (90) days written notice, provided that all students currently enrolled in the Program at Facility at the time of notice of termination shall be given the opportunity to complete the Program at Facility.
- 7) Governing Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.
- 8) Severability. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- 9) Notice. All notices to be given under this Agreement (which shall be in writing) shall be given at the respective addresses of the parties as set forth in the preamble to this Agreement, unless notification of a change of address is given in writing. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail, return receipt requested, or by Federal Express to the address as given herein, or such addresses as may be designated from time to time during this term of this Agreement.
- 10) Authority to Sign. The parties signing below are authorized and empowered to execute this Agreement and bind the parties to the terms and conditions contained herein.
- 11) No Third Party Beneficiaries. This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.
- 12) No Waiver. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- 13) Entire Agreement. This Agreement fully supersedes any and all prior agreements or understandings between the parties hereto or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

14) Patient Privacy. The parties hereto affirm their commitment to comply with federal and state law regarding the use and disclosure of protected health information. Each party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 (“HIPAA”), and the requirements of any regulations promulgated there under including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the “Federal Security Regulations”). Each party will promptly report to the other any use of disclosure in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient’s Protected Health Information which was previously disclosed to that party under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Los Alamitos, CA, Touro University Worldwide

AGENCY REPRESENTATIVE  
\*Must be signed by agency Director, Director of Training, CEO, etc. Cannot be signed by clinical supervisor unless authorized to make business decisions on behalf of the agency.

\_\_\_\_\_  
Signature of TUW Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Agency/Site Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date