**MEMORANDUM OF UNDERSTANDING**

between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

This Agreement, effective as of this \_\_ day of \_\_\_\_\_\_, 20\_\_, (hereinafter “Effective Date”) is entered into by and between Florida Atlantic University Board of Trustees, (hereinafter "University"), and the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Agency”) for Mental Health Counseling practicum & internship.

WHEREAS, Agency operates facilities located in the city of \_\_\_\_\_\_\_, \_\_\_\_\_, and therein provides cooperation with the University in making the facilities available for educational purposes services;

WHEREAS, University utilizes appropriate facilities of Agency for University students enrolled or seeking a degree in the Department of Counselor Education at the University (hereinafter “Students”); and

NOW, THEREFORE, in consideration of the mutual promises herein, this Agreement between University and Agency shall be covered by and subject to the following terms and conditions:

1. **Program Agreement**: To become effective, all agreements shall be reduced to writing, executed by authorized representatives of Agency and University.
2. **Conflict**: In the event of conflict between the text of the Program Agreement and the text of this Agreement, this Agreement shall govern.
3. **Responsibility of Agency**: The Agency will:

(a) provide the Students with clinical experiences of minimum clock hours as specified below over the course of the semester on-site in the Agency with at least 40% of the time spent in direct contact with clients involving experience counseling individuals, families and/or groups.

1. Beginning Practicum: minimum of 150 total clock hours (60 hours direct contact)
2. Advanced Practicum: minimum of 250 clock hours (100 hours direct contact)
3. Internship: minimum of 600 clock hours (240 hours direct contact)

(b) provide the opportunity for the Students to make a minimum of 5 audio and/or video tapes of his or her counseling for the purpose of clinical supervision, with the permission of the clients via a signed informed consent and release form approved by the Agency.

(c) provide the Students with clinical cases that are appropriate to their present level of training and competence.

(d) designate one primary on-site supervisor (hereinafter “Supervisor”) for the Students. The on-site Supervisor must be licensed and eligible as a Supervisor (two years of clinical experiences and a Master’s degree in Counseling). The Agency will provide time for the on-site Supervisor to hold an individual supervision session with the Students for at least one hour per week with the qualified Supervisor.

(e) guide the Students toward a greater synthesizing of theory into applied counseling practice.

(f) guide and facilitate the Students in completing progress notes and forms and other aspects of the organizational structure of the field setting as required by the Agency.

(g) contribute to and facilitate the Students’ efforts to understand, appreciate, and appropriately employ the legal and ethical standards of the profession.

(h) provide time for the on-site Supervisor to evaluate the Students’ performance in an on-going manner and provide a final evaluation on the appropriate form.

(i) provide the Students with an appropriate setting to ensure client confidentiality during counseling sessions, office supplies, telephones and other arrangement that enable the Students to function effectively, as well as adequate provisions for safeguarding confidential materials such as treatment notes and client records.

(j) communicate immediately with the University faculty any concern regarding the Students’ learning or professional behavior.

4. **Responsibilities of University**: University will:

(a) allow only those Students who have satisfactorily completed those portions of University curriculum that are prerequisite to practicum or internship

(b) designate a member of the University faculty to coordinate the educational experience of Students participating in the practicum or internship. The University faculty will provide a group supervision session to the Students for at least one hour per week.

(c) be responsible for monitoring the learning experiences of the Students.

5. **Responsibilities of Students**: Students will be:

(a) required to follow Agency and University policies, procedures, and operating standards.

(b) responsible for completing all required documentation and assignments required by the Department of Counselor Education and on-site Supervisor.

(c) responsible for preparing for and participating in regular supervision sessions.

(d) responsible to act professionally and ethically, to maintain confidentiality, and to elevate services to clients above self-interest.

(e) responsible to obtain the permission of the clients via a signed informed consent and release form for audio and/or video tapes of his or her counseling.

(f) required to purchase and maintain professional liability insurance, with minimum limits of $1 million/$3 million, for the duration of the Students’ participation in the Program.

6. **Amendment to Agreement**: No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

7. **FERPA**:  For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the Program, the University hereby designates the Agency as a school official with a legitimate educational interest in the educational records of the Students who participate in the practicum or internship to the extent that access to the records are required by the Agency.

8. **Governing Law**: This Agreement is governed by the laws of the State of Florida.

The following supplements to this agreement are attached hereto and made a part hereof: None.

IN WITNESS OF THE FOREGOING, the parties hereto have executed this Agreement on the dates set forth below to be effective as of the Effective Date.

**Florida Atlantic University Board of Trustees**

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**\_\_\_\_\_\_\_,** Agency On-site Supervisor Date Dean, College of Education Date

Chair, Dept. of Counselor Education Date