**Services Agreement between The University of Iowa Counseling Psychology Program and Practicum Site**

This Services Agreement (“Agreement”) is made and entered into on this day of , 202\_ (“Effective Date”), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the University of Iowa, through its College of Education, Department of Psychological and Quantitative Foundations Counseling Psychology Program (“UI”) for the provision of counseling and psychological services by counseling psychology doctoral students.

**RECITALS**

WHEREAS, UI employs counseling psychologists on its faculty with extensive clinical experience;

WHEREAS, UI administers a graduate program in Counseling Psychology in which students undertake experiential learning activities;

WHERAS, \_\_\_\_\_\_ has determined that certain counseling and psychological services be available to its client population; and

WHEREAS, \_\_\_\_\_\_\_\_desires to engage UI doctoral students to provide professional services as described in this Agreement and UI desires to provide such services to \_\_\_\_\_\_\_\_.

IN CONSIDERATION of the above recitals and the mutual covenants contained in this Agreement, the parties agree as follows:

1. **SERVICES**. In accordance with all the terms and conditions of this Agreement, \_\_\_\_\_\_\_ hereby engages UI to provide the services (“Services”) set forth in this Agreement, by UI graduate students in counseling psychology doctoral program (“Doctoral Students”).
2. **STANDARD OF CARE**. UI CP doctoral students shall perform Services in accordance with the accepted standard of care in the professional specialty of counseling psychology under Iowa law and under guidance of training standards set by the UI CP program. \_\_\_\_\_\_\_ shall not exercise any control or direction over the progress of said students without first a.) informing the student and UI CP program faculty of areas of concern as early as possible and providing opportunities for remediation b.) said remediation should be created in collaboration with UI CP program faculty c.) \_\_\_\_\_\_\_\_\_ may evaluate remediation plan in collaboration with UI CP program faulty and outcome of this evaluation should be communicated to student and CP faculty d.) should the decision be to dismiss a student from a practicum site UI CP faculty will work with the student to determine next clinical training steps e.) UI CP faculty retains the right to determine if/how this dismissal will be recorded in the students’ academic files and if it reaches the threshold necessary to be reported to outside entities.
3. **QUALIFICATIONS**. As a condition to participating under this Agreement, each practicum site shall employ or partner with an experienced psychologist, at all times during the term of this Agreement, possess the qualifications set forth below.
	1. State Licensure. Supervisors shall be duly licensed to provide the Services without restriction. Such supervisors will provide current proof of licensure to UI.
4. ***COVERAGE REQUIREMENTS****.*
	1. \_\_\_\_\_\_\_\_ shall have a right to participate in the process selecting any Doctoral Student to provide Services under this Agreement. UI shall retain final decision about Doctoral Students’ eligibility to accept offer at given practicum setting.

* 1. Representatives of \_\_\_\_\_\_\_\_ and UI shall meet with the other promptly following every reasonable request of the other to discuss any concerns or problems that have occurred with respect to any Doctoral Student. In the event the parties are unable to resolve any concern or problem that has arisen with respect to any Doctoral Student within thirty (30) days of the date notice of the concern or problem and request for a meeting with respect thereto was given by \_\_\_\_\_\_ or UI to the other (except that the thirty (30) day period shall be reduced to three (3) days in the event the particular concern or problem relates to the safety and wellbeing of clients or any illegal or fraudulent act), the Doctoral Student shall no longer provide any Services under this Agreement. Nothing in this Section 4.2 is intended, nor shall be interpreted, as restricting or limiting UI’s right to terminate the placement of any Doctoral Student pursuant to the terms and conditions of agreement between UI and the Doctoral Student.
	2. UI and \_\_\_\_\_\_\_agree to provide all training without regard to race, color, gender, sexual orientation, age, religion, disability status, or other factors unrelated to the students’ provision of Services.
	3. Responsibility. \_\_\_\_\_\_\_\_ agrees and acknowledges that \_\_\_\_\_\_\_\_\_\_ is ultimately responsible for its operations and determining the level of overall coverage it deems appropriate.
1. **STATUS OF PARTIES**.
	1. The parties understand and agree that Doctoral Students are engaged by this Agreement strictly as practicum students and that nothing in this Agreement is intended or shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow ­­­\_\_\_\_\_\_ to exercise control or direction over the manner or method by which Doctoral Students matriculate through their program of study.
2. **OPERATIONS.**
	1. \_\_\_\_\_\_ shall at all times exercise ultimate control over the assets and operations of \_\_\_\_\_\_ and determine all policies and issues regarding the operation of \_\_\_\_\_\_. \_\_\_\_\_\_ shall notify UI of any determinations of \_\_\_\_\_ that may materially affect the performance of Services.
	2. \_\_\_\_\_\_ shall provide all necessary space for Doctoral Students to perform Services as required herein.
	3. \_\_\_\_\_\_\_\_ shall be solely responsible for its compliance with applicable licensure, accreditation, quality assurance program, and regulatory survey standards and requirements as it relates to the operation of any counseling and/or psychological services provided.
	4. UI shall comply with applicable standards, policies and procedures of \_\_\_\_\_ including without limitation, policies governing workplace discrimination and harassment, conflicts of interest, e-mail usage, and risk management. These standards should be clearly communicated to students.
	5. Each student shall comply with any dress code requirements imposed by \_\_\_\_\_\_\_\_.
3. **COUNSELING RECORDS AND** **CONFIDENTIALITY**.
	1. Student Information. All student information shall be regarded by both parties as confidential and both parties shall comply with all federal and state laws and regulations pertaining to confidentiality of education records, including but not limited to the Family Education and Right to Privacy Act (“FERPA”) 20 U.S.C. 1232g, *et seq.*, and the regulations promulgated thereunder. Such information is considered confidential and is therefore protected from disclosure except in accordance with FERPA.
	2. Counseling Records. \_\_\_\_\_\_ shall be responsible for the proper keeping and maintenance of student counseling records and other data. Such records shall be and remain the property of \_\_\_\_\_\_\_\_\_\_.
4. **USE OF NAME**. The parties agree they will not use the other party’s name or intellectual property, including trademarks, in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the other party. Any publicity regarding the Services provided pursuant to this Agreement will be the joint responsibility of UI and \_\_\_\_\_\_. The parties shall not take any action and shall refrain from taking any action which would mislead the public as to the true nature of the relationship between UI and \_\_\_\_\_\_\_\_.
5. **TERM AND TERMINATION.**
	1. Term and Expiration. This Agreement shall commence on the Effective Date and continue until \_\_\_\_\_\_\_\_; provided, however, the Services to be provided under this Agreement shall occur only during the time UI is in session; any expectation of Doctoral Students to provide services during breaks must be explicitly discussed with the Doctoral Students prior to your offer/their acceptance of a practicum position. UI faculty must also approve Doctoral students to provide services during said breaks, and readily available supervision must be available to Doctoral Students in such situations.
	2. Termination. This Agreement may be terminated as follows:
		1. By mutual written agreement of the parties;
		2. In accordance with the terms of Section 2;
		3. By either party, without cause, upon giving 60 days prior written notice to the other party, with such termination to become effective upon the day after the expiration of such notice period;
		4. By either party in the event that the other party has materially defaulted in the performance of any obligation under this Agreement and such default shall not have been cured within 30 days following the receipt of notice to the reasonable satisfaction of the noticing party

1. **LIABILITY AND INSURANCE**.
	1. UI Liability. UI agrees for itself and on behalf of its Doctoral Students and any other employee to be responsible for any and all claims and liability for injury to persons or property directly arising out of or caused by the negligence of UI, it employees or agents (including Doctoral Students) in the performance of its duties and obligations under this Agreement, to the extent permitted by Chapter 669 of the Code of Iowa.
	2. Liability. \_\_\_\_\_\_\_\_agrees for itself and on behalf of its employees to be responsible for any and all claims and liability for injury to persons or property directly arising out of or caused by the negligence of \_\_\_\_\_\_\_, its employees or agents, in the performance of its duties and obligations under this Agreement, to the extent permitted by applicable law.
	3. UI Insurance.
		1. UI shall at all times during the term of this Agreement obtain and maintain professional liability insurance coverage through self-insurance for its Faculty and commercial professional liability coverage for its Doctoral Students providing Services pursuant to this Agreement. Such coverage shall insure against claims that could be brought against it or any Doctoral Students rendered under this Agreement in an amount not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate per policy year.
	4. Insurance. \_\_\_\_\_\_\_\_\_\_ shall at all times during the term of this Agreement obtain and maintain at its expense general and professional liability insurance coverage for itself and its employees and agents for all claims of professional and/or general liability made during the term of this Agreement or thereafter arising from \_\_\_\_\_\_\_\_’s or its employees’ or agents’ performance under this Agreement.
	5. Claims. Each party shall promptly notify the other of any claims in connection with any activity undertaken by either party under this Agreement, and, subject to applicable laws, of any facts and circumstances known to each which relate to such claim or which might reasonably be deemed to give rise to a future claim asserted against the parties or any of their respective agents or employees in connection with such activities.
2. **MISCELLANEOUS**.
	1. Doctoral Students. You can expect the number of Doctoral Students who will apply to your site will vary from year to year. There are a variety of factors that influence student interest in practicum settings. UI will ask that you provide a description of your site, including any unique expectations, for Doctoral Student consideration prior to their application to practicum sites.

If a Doctoral Student terminates their service before completing the semester/year, it is unlikely that another Doctoral Student to fill that position in that semester/year.

* 1. Facilities and Equipment. \_\_\_\_\_\_ is responsible for appropriate computer, software and other equipment necessary for the work conducted at each institution.
	2. Travel Expenses. It is up to your site to determine if parking and/or travel expenses will be covered for Doctoral Students.
	3. Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Iowa.
	4. Disputes. In the event of any dispute arising from or relating to this Agreement, the parties hereto shall seek to settle the dispute. To this effect, they shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
	5. Compliance. Each of the parties shall comply with all laws, rules, and regulations adopted by the federal, state and local government authorities pertaining in any way to the performance of this Agreement.
	6. Notice. All communications or notices required or permitted by this Agreement must be in writing and will be deemed to have been given at the earlier of the date when actually delivered to a party or when deposited in United States mail, certified or registered mail, postage prepaid, return receipt requested, and addressed as follows, unless and until either of the parties notifies the other in accordance with this section of a change of address:

If to UI: If to \_\_\_\_\_\_\_\_\_:

Martin Kivlighan, Ph.D. \_\_\_\_\_\_\_\_\_\_\_\_\_\_

360 Lindquist Center \_\_\_\_\_\_\_\_\_\_\_\_\_\_

The University of Iowa \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Iowa City, Iowa 52242 \_\_\_\_\_\_\_\_\_\_\_\_\_\_

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement.

**THE UNIVERSITY OF IOWA \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: By:

Name: Name:

Title: Practicum Coordinator, Counseling Psychology Program Title:

Date: Date: