



## Master of Arts in Counselling Psychology Practicum Site Affiliation Agreement

The Practicum Site agrees that its submission of the Application Form to Yorkville is an offer to enter into an agreement with Yorkville under these Terms of Agreement. All Application Forms must be accepted by Yorkville in order to form a binding agreement between the Practicum Site and Yorkville, which acceptance will be provided to the Practicum Site in writing along with a copy of the Application Form and these Terms of Agreement. Yorkville may choose not to accept the Application Form at its sole discretion. The Practicum Site may cancel the Application Form at any time before it is accepted by Yorkville by sending an email to: PracticumLiaison@yorkvilleu.ca.

The Practicum Site and Yorkville agree as of the Effective Date to the following:

### 1. **Definitions**

- 1.1 “**Agreement**” means the Application Form and these Terms of Agreement.
- 1.2 “**Application Form**” means the practicum site application form to which these Terms of Agreement are linked, which Application Form is incorporated by reference into these Terms of Agreement.
- 1.3 “**Effective Date**” means the date that Yorkville notifies the Practicum Site in writing that it accepts this Agreement.
- 1.4 “**Facility**” means the facilities of the Practicum Site at which the practicum is conducted.
- 1.5 “**Faculty Contact**” means the instructors, teachers and professors of Yorkville involved in the Master of Arts in Counselling Psychology program.
- 1.6 “**Placement**” means a practicum experience in counselling psychology provided to a Student by the Practicum Site.
- 1.7 “**Practicum Site**” means the practicum site specified in the Application Form.
- 1.8 “**Student**” means a student in the Master of Arts in Counselling Psychology program at Yorkville.
- 1.9 “**Supervisor**” means an employee, contractor or agent of the Practicum Site who is assigned by the Practicum Site to be the placement supervisor for one or more Students.
- 1.10 “**Terms of Agreement**” means these Practicum Site Terms of Agreement.
- 1.11 “**Yorkville**” means Yorkville Education LP.



## **2. Practicum Site Responsibilities**

Practicum Site will:

- 2.1 provide Yorkville with the minimum number of Placements specified on the Application Form in accordance with the Placement Requirements (as set out in Section 3 below).
- 2.2 provide Supervisors who have qualifications considered to be sufficient and appropriate by Yorkville.
- 2.3 designate a member of its staff to coordinate Placements with Yorkville as appropriate.
- 2.4 maintain and provide documentation to Yorkville, and directly to Faculty Contact and Student as appropriate, that describes the Practicum Site's service philosophy, relevant departmental objectives, and relevant procedures and rules.
- 2.5 exercise exclusive responsibility for the care, treatment and safety of all clients of the Practicum Site.
- 2.6 take every precaution reasonable in the circumstances for the protection of the Student in the Facility and provide information, instruction and supervision to Student to protect their health and safety in the Facility and otherwise meet the duties of an employer under any applicable occupational health and safety laws in respect of the Student in the Facility, including provision of safety equipment such as masks and protective clothing, for use during the Placement, in areas where such equipment or clothing may be required by the Practicum Site.
- 2.7 provide basic occupational health and safety training to Student that meets the requirements of any applicable occupational health and safety laws and any other training relating to the confidentiality policies and administrative, technical and physical safeguards and practices implemented by the Practicum Site.
- 2.8 have and exercise the right to refuse or suspend the Student from entering the Facility for causes deemed in its sole discretion to be justifiable, provided that the Practicum Site will not exercise this right without prior discussion with Yorkville, except in extraordinary circumstances;
- 2.9 report the full circumstances of any such suspension and any other problems with the Student to Yorkville and cooperate, to the extent permitted by law, with any Yorkville disciplinary investigation.
- 2.10 comply with any laws applicable in respect of the Placement in all material respects.

The Practicum Site acknowledges that the Student is inexperienced, has limited practice skills, is not an expert practitioner, and requires supervision.



### **3. Placement Requirements**

The Practicum Site will comply with the following Placement requirements for each Placement (the “**Placement Requirements**”):

- 3.1 The Practicum Site will provide the Student with a Placement, which will include 400 total practicum hours and includes 200 direct client contact hours. Of the 200 direct client contact hours, 120 hours must be direct mental health counselling hours in the form of individual, family, or couples therapy; the majority of which should be individual therapy.
- 3.2 The Practicum Site will provide an appropriate setting that is conducive for the Student to complete counselling sessions. The Practicum Site will ensure that the Student is provided appropriate counselling cases that are commensurate with the skills of the Student;
- 3.3 The Practicum Site will provide the Student with all technology necessary to conduct counselling, either on-site or via tele-mental health.
- 3.4 Subject to Section 3.5, the Practicum Site will permit and enable the Student to prepare three video recordings of live client sessions for Faculty instruction. The Practicum Site shall ensure that the necessary consents are obtained from the clients for this process. These sessions must be conducted in English.
- 3.5 If the Practicum Site policy does not allow for video or audio recordings of client sessions, the Practicum Site agrees to allow the Supervisor to assist the Student with developing an appropriate scenario for a simulated client session.
- 3.6 Ensure that each Supervisor:
  - (a) every two years or as otherwise reasonably requested by Yorkville, completes the Yorkville site supervisor practicum form found at <https://practicum.yorkvilleu.ca/> which may be updated from time to time at Yorkville’s sole discretion;
  - (b) provides at least 1 hour of supervision per week for all weeks of the Student’s Placement;
  - (c) directly observes at least three of the Student’s one-on-one client sessions in full with feedback and guidance;
  - (d) provides a formative evaluation of the Student's progress at the end of trimester one and a summative evaluation at the end of trimester two; and
  - (e) informs the Faculty Contact, Yorkville Practicum Coordinator and the Student immediately if any unforeseen issues arise that may have a material impact on the Placement or if, for any reason, the Student will not be able to complete the Placement.
- 3.7 The Practicum Site will allow and enable the Student to conduct at least 50 percent of the Student's sessions with clients in English.



- 3.8 The Practicum Site acknowledges that the Student is not expected to market the Student's own services. The Practicum Site will instead assign appropriate clients to the Student.
- 3.9 The Practicum Site will provide the Student with any and all safety procedures and / or protocols in respect of all Facilities where the Student will be engaging in practicum activities.
- 3.10 The Practicum Site shall ensure adequate supervision of the Student in the Facility. The Student shall not be left alone onsite at any time when providing services to clients. The Practicum Site shall ensure that there are Practicum Site personnel onsite who understand how to activate the safety plan, if needed. This includes evening and weekend onsite hours.
- 3.11 The Practicum Site will provide a general Practicum Site orientation to the Student, including an orientation to practice areas in which the Student will be involved.
- 3.12 The Practicum Site grants Yorkville permission to release information from the Application Form to Student and on Yorkville's MAPC Practicum Portal - Site Locator list or a similar list of practicum sites at which students may complete Placement.

#### **4. Yorkville Responsibilities**

Yorkville will:

- 4.1 place the Practicum Site on Yorkville's MACP Practicum Portal - Site Locator List or a similar list of practicum sites at which the Student may complete Placement.
- 4.2 appoint a Faculty member (the "**Faculty Contact**") whose responsibilities are to: (i) liaise with Practicum Site staff and (ii) evaluate the Student's performance in accordance with the academic objectives/learning outcomes established by Yorkville and in consultation with the staff of the Practicum Site.
- 4.3 outline the course of study for the Student, with a view to developing in each Student the skills and knowledge as outlined by Yorkville's curriculum.
- 4.4 require Student assigned to the Placement to meet academic pre-placement requirements established by Yorkville prior to the Placement.
- 4.5 hold Student accountable for their duty to strictly observe client confidentiality and their duty to access, use and disclose client personal information as authorized by the Practicum Site (both during and after their Placement).
- 4.6 advise Student to obtain appropriate professional liability insurance.



**5. Indemnification**

- 5.1 The Practicum Site shall defend, indemnify and hold harmless Yorkville and its officers, directors, employees, agents, successors and assigns from and against all Losses, to the extent resulting from the breach of this Agreement by the Practicum Site or the gross negligence of the Practicum Site.
- 5.2 Yorkville shall not be liable for any Losses arising out of the acts or omissions of Students during the Students' Placements.

**6. Insurance**

- 6.1 During the term of this Agreement, Yorkville shall have and maintain in force commercial general liability insurance with limits no less than \$5,000,000 per occurrence, which policy will include contractual liability coverage insuring the activities of Yorkville under this Agreement. Yorkville shall forward to the Practicum Site a certificate verifying such insurance, upon the Practicum Site's written request. Yorkville shall not do anything to invalidate such insurance and shall notify the Practicum Site promptly in writing of notice of termination of such insurance.
- 6.2 During the term of this Agreement, the Practicum Site shall have and maintain in force commercial general liability insurance and professional liability insurance with limits no less than \$5,000,000 per occurrence, which policy will include contractual liability coverage insuring the activities of the Practicum Site under this Agreement. The Practicum Site shall forward to Yorkville a certificate verifying such insurance, upon Yorkville's written request. The Practicum Site shall not do anything to invalidate such insurance and shall notify Yorkville promptly in writing of notice of termination of such insurance.

**7. Privacy**

- 7.1 Yorkville and the Practicum Site shall collect, use, disclose, and otherwise handle Student personal information independently of each other for the purposes of this Agreement, each in accordance with applicable privacy legislation. Neither Yorkville nor the Practicum Site are agents of each other or service providers to each other in respect of Student personal information.
- 7.2 Yorkville and the Practicum Site shall each be solely responsible for all obligations arising out of the loss of, unauthorized access to or unauthorized disclosure of Student personal information that is in their control, including any notification and reporting obligations. In responding to any such security incident and in notifying and reporting, neither party shall make a representation about or relating to the other party without first seeking its consent.



## **8. General Terms**

- 8.1 **Term.** This Agreement shall be in effect commencing on the Effective Date and shall continue thereafter for a term of two years. The Agreement may be terminated by both parties or by either party pursuant to the provisions set out in Section 8.2 of this Agreement.
- 8.2 **Termination.** Either party may terminate this Agreement by giving sixty (60) days written notice to the other party. Where notice of termination has been given, such termination shall not take effect until the end of any ongoing Placement.
- 8.3 **Force Majeure.** In the event of circumstances beyond the control of a party (the “**Affected Party**”), such as community disaster, strikes, fire or other situation (the “**Force Majeure Event**”) in which the continued performance of obligations under this Agreement would substantially interfere with the Affected Party’s primary duty of care to its Students or clients, as applicable, the Affected Party has the right to suspend the performance of its obligations under this Agreement immediately until such time as the Affected Party determines, acting reasonably, that the Force Majeure Event has been resolved.
- 8.4 **Entire Agreement.** This Agreement shall be the entire agreement between the parties related to the subject matter hereof and terminates and supersedes all existing student affiliation or practicum agreements between the parties, and any agreements supplementary to those agreements. No amendments to this Agreement shall be in force and effect until they are in writing and signed by the duly authorized officers of both of the parties hereto.
- 8.5 **Expenses.** Each party is responsible for its own expenses relating to the performance of its obligations under this Agreement.
- 8.6 **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 8.7 **Further Assurances.** Each party shall from time to time execute and deliver all such further documents and do all acts and things as the other party may reasonably require to give effect to the transactions contemplated hereby.
- 8.8 **Governing Law.** This Agreement is governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that province and the parties irrevocably attorn to the courts of that province.
- 8.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which taken together constitute one and the same agreement. A counterpart may be delivered by electronic means, which shall be as effective as hand delivery of the original executed counterpart.

8.10 **Agreement in English.** The parties hereto confirm they have expressly required that the Agreement and all other schedules, notices and documents relating thereto be drafted in English. *Les parties aux présentes confirment qu'elles ont expressément exigé que cette convention, toutes les annexes, tous les avis et les documents y afférents soient rédigés en anglais.*