

**AGREEMENT BETWEEN
THE WRIGHT INSTITUTE OF PSYCHOLOGY
COGNITIVE BEHAVIORAL CLINIC**

AND

THE MT. DIABLO UNIFIED SCHOOL DISTRICT

This Agreement is made as of the 13th day of December 2011 by and between the Mt. Diablo Unified School District, hereafter known as the “District” and, The Wright Institute Graduate School of Clinical Psychology’s Berkeley Cognitive Behavioral Therapy Clinic, hereafter known as “Wright Institute CBT Clinic ”with its principal place of business being 2728 Durant Avenue, Berkeley, CA 94704.

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution accredited by the Western Association of Schools and Colleges or the American Psychological Association as an education and training institution; and

WHEREAS, the Wright Institute is accredited by the Western Association of Schools and Colleges and the American Psychological Association as an education and training institution.

WHEREAS, the District established a partnership agreement and working relationship with the Wright Institute in 2006 and successfully provided services and support for students at Oak Grove Middle School and Meadow Homes Elementary School, thereby demonstrating a history of successful partnership.

Now, therefore, in consideration of the mutual covenants and conditions contained in the Agreement, the Wright Institute and District agree as follows:

GENERAL CONSIDERATIONS

If approved, The Wright Institute will be authorized to provide counseling services at district schools at no cost to the district. Wright Institute psychology graduate students will gain experience and supervision by Wright Institute qualified supervisors working with children and adolescents. Services provided by the Wright Institute will help students to develop skills in the following areas: mindfulness, emotional regulation, ability to cope with stress, and increased social and interpersonal functioning with peers and adults. Failure to satisfactorily perform the duties set forth in Appendix A may be considered breach of this Agreement.

Wright Institute psychology practicum students in good standing, hereafter referred to as “Provider,” pursuing a masters or doctorate degree in psychology at The Wright Institute, will provide the services described below Each Provider will be based at a district school upon mutual agreement between the District and the Wright Institute. The Provider’s schedule will be mutually agreed upon by the Wright Institute and District personnel to ensure effective delivery of services and any needed follow up communication with District personnel.

Each Provider will deliver competent and developmentally appropriate counseling services for students with emotional difficulties such as depression, anger, anxiety, interpersonal problems, challenges with emotional regulation, and risk factors that are generally associated with poor school performance. The psychological services to be provided are designed to include group counseling with four (4) groups of

approximately twelve students who will meet once per week for fifty (50) minutes. Providers may also provide individual child counseling, family therapy, and case management services if indicated and approved by provider's supervisor. Parent or legal guardian written permission must be obtained prior to any services being provided. Parent or legal guardian written permission will be requested to exchange information with District personnel for each student for whom students are provided. Provider(s) will request permission to exchange information with District personnel prior to offering services and furnish a copy of this permission to the principal or principal's designee. Providers will receive referrals and communicate with the school principal or principal's designee and the school's Coordinated Care Team. This communication will serve to coordinate intervention plans, prevent duplication of services, and consider referrals to school-based resources, school district programs and interventions and/or community resources.

The Provider and his/her clinical supervisor are responsible for ensuring that the extent, kind and quality of services performed by the Provider will be consistent with the Provider's training, education, and experience and must meet District expectations and standards relative to the extent, quality, and kind of services provided. The District reserves the right to monitor and direct Provider services to ensure efficient use of resources and performance to District satisfaction. Should concerns arise about the Provider or services provided, District may counsel the Provider and consult with his or her supervisor regarding the extent, kind, quality and delivery methods of services. The District may, within its sole discretion, release the Provider from the Provider assignment at any time during the school year.

PROVIDER DEFINITION

University doctoral level students are governed by the Board of Psychology Business and Professions Code (Division 2 (Healing Arts), Chapter 6.6, Articles 1-9, Sections 2900-2999) and the California Code of Regulations (Title 16, Division 13.1, and Articles 1-10, Sections 1380-1397.40). Masters level psychology students are governed by the Board of Behavioral Sciences Business and Professions Code (Division 2, Chapter 13, Articles 1-7, Sections 4980 through 4989) and the California Code of Regulations (Title 16, Division 18, Article 4, Sections 1829-1848). All Providers must be currently enrolled in a qualifying degree program at The Wright Institute and must receive clinical supervision from a licensed and qualified supervisor.

CRIMINAL RECORDS CHECK / TUBERCULOSIS TESTING

All Providers shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Provider shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Each Provider must show evidence of negative tuberculosis (TB) test within the past six (6) months before having contact with District students or families. Wright Institute or Provider is responsible for all costs related to TB testing.

RELATIONSHIP OF THE PARTIES

The Wright Institute enters into this Agreement as, and shall continue to be, an independent agency. Under no circumstance shall the Provider or Supervisor be considered an employee of The District within the meaning of any federal, state, to local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall the Provider or his/her supervisor look to the District as an employer. Provider and Supervisor shall not be entitled to any benefits accorded to District employees, including, without limitation, workers' compensation, disability insurance, vacation or sick pay.

The Provider receives no salary or benefits based on the District's current policies. In consideration of Provider status, the Provider should not be assigned extraordinary duties or committee responsibilities. The Wright Institute agrees that Providers may not displace District employees in any function or capacity.

WRIGHT INSTITUTE - CBT CLINIC RESPONSIBILITIES

The program to be implemented by The Wright Institute is described in Appendix A. The Wright Institute - CBT Clinic has designated Patricia Zurita Ona, Psy.D. Licensed Clinical Psychologist, as the coordinator and clinical supervisor for the Providers. Dr. Zurita Ona is a highly trained and qualified Wright Institute Program Director who is familiar with and understands working in public schools. Dr. Zurita Ona will assess and support the Providers in their assignments. Dr. Zurita Ona will consult with the school principal(s) of school(s) at which services will be provided, and will inform him of her of any proposed changes to the Provider's program, or proposed preparations, schedule, or status within The Wright Institute - CBT Clinic before implementation thereof.

TERM

This Agreement will become effective on December 13th, 2011 and will be in effect for five years. This implies no obligation that the Wright Institute will provide services in future school years, but authorizes this partnership to continue based upon mutual agreement. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party if no cure is effective. Termination shall be effective immediately on receipt of said notice.

OWNERSHIP OF DESIGNS AND PLANS

The Wright Institute - CBT Clinic name and trademarks are protected by California law and may not be used without prior written approval of the Provider. The Wright Institute - CBT Clinic agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the services provided shall be owned by and assigned to District as its sole and exclusive property.

CONFIDENTIALITY

Providers and Wright Institute staff and supervisors will comply with confidentiality law and District policy as it pertains to securing, orally sharing, copying or recording confidential information and records for any individuals and families about whom information is obtained. Providers will restrict requests for access to District and other agencies' confidential information and records; and limit sharing of confidential information to those authorized to formulate and implement a case specific service plan as specified in WIC 1989.40 and WIC 1898.45. During the performance of assigned duties, Providers will have access to confidential information required for effective service coordination and delivery. Wright Institute agrees that all discussions, records, and information generated or maintained in connection with these activities will not be disclosed to any unauthorized person. Wright Institute acknowledges that the unauthorized release of confidential information is not only a breach of this agreement, but also may result in civil/criminal liability and penalties (i.e. \$10,000), court costs, and reasonable attorney fees to be paid by Wright Institute.

The Trainee and Wright Institute staff and instructors shall hold in confidence District's proprietary and confidential personnel information or any such information from District's attendees, customers or agents, which Trainees obtain in the performance of this Agreement. This provision applies whether the information is obtained by oral or written means, either intentionally or inadvertently disclosed, and includes but is not limited to information regarding any District employees, projects, files or ideas. Trainee is prohibited from removing or disclosing any confidential information from the District's premises, unless Trainee receives prior written approval from the District. Written parental/caregiver

permission must be obtained prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individual minors, or from the parent/caregiver of each minor when groups of minors are depicted. Written permission must likewise be obtained prior to the release, distribution, or publication of any kind of pictures, media, or recordings of individuals over the age of 18. Upon opening each case, trainees shall request parent / legal guardian permission to exchange information and provide written summaries to coordinate services. With permission, trainee(s) shall provide District staff members with a written summary of services provided and recommendations for future services. In accordance with State and Federal law, parent/legal guardian written permission must be obtained to exchange information with District staff.

INDEMNIFICATION

The Wright Institute shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties and agreements contained in this Agreement. District shall and does hereby indemnify, defend and hold harmless The Wright Institute Clinic officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that Wright Institute may incur or suffer and that arise, result from, or are related to any breach or failure of Provider to perform any of the representations, warranties, and agreements contained in this Agreement.

CALIFORNIA LAW

This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

RULES AND REGULATIONS

All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by the Provider pursuant to this Agreement.

AFFIRMATIVE ACTION / NON-DISCRIMINATION

The Wright Institute shall provide services under this contract that do not restrict the participation nor otherwise discriminate among participants and staff with regard to race, color, religion, age, sex, sexual orientation, ancestry, or national origin.

NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

ENTIRE AGREEMENT OF PARTIES

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

CONTRACT MANAGEMENT

The Wright Institute - CBT Clinic representative for all contractual matters concerning this Agreement shall be: Patricia E. Zurita Ona, Psy.D. (619-578-9374).

IN WITNESS WHEREOF, the parties hereto have hereinafter executed this Agreement on the date and year first above written.

Wright Institute - CBT Clinic

Matthew McKay, Ph.d.
Director
Wright Institute - CBT Clinic

Patricia E. Zurita Ona, Psy.D.
Clinical – Training Director
Wright Institute - CBT Clinic

Mt. Diablo Unified School District

Printed Name

Title

Authorized Signature

Date

Appendix A: Provider Responsibilities

- Psychology practicum students, hereby referred to as “Provider,” pursuing a doctorate in clinical psychology at the Wright Institute, are authorized to provide the services described at District school(s).
- Each Provider will provide competent and developmentally appropriate psychological services for students with including depression, anger, anxiety, interpersonal problems, challenges with emotional regulation, and risk factors commonly associated with poor school performance.
- The psychological services to be provided will include work with four (4) groups of approximately twelve (12) high school students once per week for fifty (50) minutes.
- Providers will utilize the research-based and proven effective practices of Dialectical Behavioral Therapy under Wright Institute CBT Clinic Supervision. Dialectical Behavior Therapy is an empirically supported treatment for clients with emotion regulation problems.
- The DBT groups will help students to develop skills in the following areas: mindfulness, emotion regulation, distress tolerance, and interpersonal effectiveness. The goals of the DBT are: To decrease cognitive dysregulation, impulsiveness, labile moods and emotions, and interpersonal chaos. To increase mindfulness, emotion regulation, distress tolerance, and interpersonal effectiveness.
- DBT groups include lesson modules and working sheets that address the above reference areas.
- Dialectical behavior therapy (DBT) is an empirically-supported treatment that has proven to be one of the most effective for adolescents and adults struggling with intense emotion dysregulation problems, high impulsivity, overwhelming emotions, interpersonal problems, and lack of ability to cope with painful events. DBT will teach participants four specific skills:
- Mindfulness: ability to be present in the moment and learning to focus in one thing at a time.
- Interpersonal Effectiveness: ability to say no, negotiate conflicts, and develop assertiveness scripts.
- Distress Tolerance: ability to deal with psychological stress in an effective and healthier way by learning distraction, self-soothing, and relaxation skills.
- Emotion Dysregulation: ability to recognize emotions, overcoming physical and cognitive vulnerabilities, increasing positive emotions, doing the opposite of your emotional urges, and problem solving abilities.
- The Wright Institute – CBT Clinic has designated Patricia Zurita Ona, Psy.D., Licensed Clinical Psychologist, as the coordinator and supervisor for the Providers. Dr. Zurita Ona is a highly trained and qualified Wright Institute Clinical – Training Director who is familiar with and understands working in public schools. Dr. Zurita Ona will assess and provide weekly individual and group supervision to the Providers. Dr. Zurita Ona will consult with the Principal(s), and will inform him or her of any proposed changes to the Provider’s program, or proposed preparations, schedule, or status within the Wright Institute CBT Clinic before implementation thereof. Providers will provide services at no cost to the District.
- Parent Permission is required to participate in the program. Parents will be fully informed about the content of the program in accordance with laws regarding informed consent. Participation in the program is completely voluntary. A student or parent may elect to discontinue participation in the program at any time by communicating this verbally or in writing to the Provider of any high school staff member.
- Provider will demonstrate sensitivity and cross-cultural competence when working with students and families from diverse ethnic, economic, and cultural backgrounds.
- Provider will work collaboratively with professionals from various disciplines

(i.e. teachers, school administrators, psychologists, nurses, child and family advocates, social workers, youth mentors, etc.) to support students' overall school success.

- Provider(s) will maintain timely and accurate records.
- Provider(s) will fully complete a daily summary form and turn in to principal or principal's designee.
- Provider(s) will maintain student and family confidentiality.
- Provider will follow professional and ethical guidelines, District guidelines, and State and Federal law.
- Provider(s) will: Learn school and district policies and practices (attendance, discipline, promotion and retention, delivery of service for special needs students, etc.).
- Provider(s) will: Learn the school profile, background of student population, and student needs.
- Wright Institute supervisor will: Give each intern an orientation to the school culture and the roles and responsibilities of school personnel at the school site.
- Provider(s) will become familiar with school and community-based programs and resources for students and families.
- The type of counseling services provided will be proposed based on the reason for referral and the determination of the providers with his or her school site administrator liaison and the Wright Institute supervisor.
- Provider(s): may help students to develop skills in the following areas: anger management and alternatives to aggression, effective communication, problem solving, refusal skills and resisting peer pressure, goal development and attainment, and strategies to achieve educational aspirations.
- Provider(s) will: Demonstrate sensitivity and cross-cultural competence when working with students and families from diverse ethnic, economic, and cultural backgrounds.
- Provider(s) will: Work collaboratively with professionals from various disciplines (i.e. teachers, school administrators, psychologists, nurses, child and family advocates, social workers, youth mentors, etc.) to support students' overall school success.
- Provider(s) will: Work collaboratively with MDUSD Foster Youth Services and the Homeless Outreach Program for Education. (Mt. Diablo FYS / HOPE Tel# (925) 682-8000, Ext. 3054
- Provider(s) will: Participate in school's Coordinated Care Team (CCT) meetings, a collaborative meeting in which referrals are reviewed, intervention plans are developed, and services are coordinated by the school administration.
- When appropriate, Provider(s) will: Assist students and families to access health, mental health, and/or support services available at school, in the District, and in the community. Referrals will be coordinated through established school Coordinated Care Teams.
- In the event that an urgent or emergency circumstance is encountered by a Provider(s), (i.e. required CPS report, call to Police, hospitalization evaluation, safety concerns, etc.) he/she will immediately directly contact the principal of the school. Provider(s) will also contact his/her a school site administrator and his/her supervisor.
- Provider(s) will: Obtain written permission to provide services for any and all student's served.
- Provider(s) will: Request a signed release of information form from the parent / legal guardian in order to coordinate services with school site and district personnel.
- Provider(s) or staff will: Provide a written end-of-year summary form, or end-of-services summary form, for each student served and turn in to principal or principal's designee.
- Provider(s) will: Maintain student and family confidentiality.
- Provider(s) will: Follow professional and ethical guidelines, District policies and procedures, and State and Federal law.

- When appropriate, Provider will assist students and families to access culturally appropriate health, mental health, and/or support services available in the school or in the community. Referrals will be coordinated through the school's Coordinated Care Team.
- When appropriate, Provider will collaborate with staff members from community agencies. Written permission to exchange information with agencies in accordance with the law.

Assessing Multiple Service Outcomes

To measure the effectiveness of the interventions and services the Provider provides, the following will be utilized:

1. Dr. Zurita Ona and the Provider will track effectiveness of the psychological services through the supervision provided by Dr. Zurita Ona and the Provider's Supervisor.
2. Dr. Zurita Ona and the Provider(S) will provide a written summary and data demonstrating effectiveness of the services provided no later than July 15th of each school year in which services are provided.

END