

OFFSITE PRACTICUM EXPERIENCE AGREEMENT

Marriage and Family Therapy

School of Family Life

Brigham Young University

Last updated: December 2025

This Agreement is entered into this _____ day of _____, 20____ (“Effective Date”) between Brigham Young University, a Utah nonprofit corporation and educational institution (“BYU”), for and in behalf of its School of Family Life and Marriage and Family Therapy Program (the “Experience Provider” or “Agency”) located at _____.

1. **PURPOSE.** In order to facilitate internship opportunities and educational experiences for students, this Agreement is intended to govern the relationship between the Experience Provider, and BYU with respect to student Interns from BYU in an internship arrangement with the Experience Provider.

WHEREAS, Brigham Young University has two COAMFTE accredited Marriage and Family Therapy programs (a Master of Marriage and Family Therapy and a Doctorate of Marriage and Family Therapy);

WHEREAS, BYU requires a community agency facility for its Marriage and Family Therapy students to obtain the case management and clinical learning experience required in the curriculum; and

WHEREAS, the above-named Agency has the clinical setting, appropriately licensed professional staff, and equipment necessary for the instruction of selected BYU student(s) and is willing to provide its facility and staff for the in-agency professional supervision and instruction of selected student(s) of the School (“Students”), in pursuit of a professional career in Marriage and Family Therapy community practice. References to “Students” in this Agreement include singular and plural numbers of Students.

THEREFORE now, in consideration of the promises and mutual considerations herein set forth, the parties to this Agreement agree as follows:

2. GENERAL CONSIDERATIONS.

- 2.1. An internship is a cooperative student program between BYU and the Experience Provider. The Experience Provider will provide supervision, facilities, and instruction that help students of BYU (each an “Intern”) acquire skills and knowledge related to their chosen field of study or occupation.

- 2.2. **Duration of Agreement.** This Agreement is effective as of the Effective Date and shall continue in full force and effect no longer than ten years:
- 2.2.1. By either party at any time, provided that Students currently enrolled in the program at the time of termination shall be given the opportunity to complete their clinical program, provided such completion does not exceed four (4) months beyond the termination date, with notice of termination to be sent by the terminating party to the other party at its normal place of business;
- 2.2.2. As further described herein; or
- 2.2.3. Upon mutual agreement of the parties to this Agreement.
- 2.3. **Administration:** The administration of this Agreement shall be under the direct supervision of the Program's Clinical Director (see Section 3.11 below) in consultation with the Agency's designated contact person.
- 2.4. **Student Supervision:** The clinical oversight and obligations of the Agency instructor for the Students shall be the joint responsibility of the BYU MFT Director of Clinical Training and the Agency Marriage and Family Therapy Supervisor.
- 2.5. BYU and the Experience Provider agree to indemnify each other from any claims or liability, including reasonable attorneys' fees, due to their respective negligent acts or omissions arising from the performance of this Agreement. Each party further agrees to have in effect insurance coverage to adequately underwrite this promise or indemnity.
- 2.6. Neither BYU nor the Experience Provider will be responsible nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes arising out of or caused only by the other party's actions, inactions or negligence. If, however, such claims, disputes, losses, damages, injuries, adverse events or outcomes of each party to indemnify the other hereunder shall be limited to the extent of the indemnifying party's respective fault.
- 2.7. This Master Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between BYU and the Experience Provider and their employees, Interns, or agents; but rather is an Agreement by and among two independent contractors. Each Intern is placed with the Experience Provider in order to receive educational experience as part of the academic curriculum; duties performed by an Intern are not performed as an employee of the Experience Provider but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by the Experience Provider's personnel. To the extent allowed under state and/or federal law, neither the Experience Provider nor BYU is required to provide worker's compensation coverage for the Interns participating in the educational experience.
- 2.8. **Creative Work of Students:** All original creative work of any Student performed as part of an Agency internship shall be considered a "work made for hire" and

Agency shall be responsible for obtaining that copyright and other intellectual property rights in any such original creative work of the Student and obtaining any necessary transfer signatures or transfer documents from the Student to ensure that copyrights and other intellectual property rights shall be owned entirely by the Agency.

- 2.9. **Use of Name or Logo:** Neither party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval, which shall not be unreasonably withheld.
- 2.10. **Modification:** This Agreement may only be modified by a writing that is signed by all parties to this Agreement.
- 2.11. **Assignment:** Neither this Agreement nor the performance of either party under this Agreement may be assigned by either party (whether in connection with a merger, consolidation, sale, or otherwise) without the written consent thereto of the other party. This Agreement shall be binding upon the successors and assigns of BYU and the Agency, whether or not consent to an assignment has been obtained.
- 2.12. **Liability Risks:** If the Student or Agency Field Instructor engages in activities which are viewed by the Clinical Director, the Director of the School, the University Field Liaison, or the Director of Field Education, to pose unreasonable liability risks to the Agency or the School, the Student's participation may be suspended, pending an investigation.
- 2.13. **Insurance:** Students will be reasonably insured or be covered by the School's program of self-insurance against negligent acts or omissions that may occur in the course of the performance of their duties pursuant to this Agreement. This liability insurance covering damage or harm caused by the Student is currently in the amount of \$1,000,000.00 per person, per occurrence, or \$3,000,000.00 in the aggregate.
- 2.14. **Unlawful Discrimination:** BYU and the Agency agree to abide by the provisions of Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) which prohibit unlawful discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; 45 C.F.R. § 90, which prohibits unlawful discrimination on the basis of age; and Section 504 of the Rehabilitation Act, which prohibits unlawful discrimination on the basis of disability.
- 2.15. **Compliance with Applicable Professional Law and Licenses:** The parties to this Agreement agree to comply with the applicable statutes, laws, rules, regulations, licenses, certificates, and authorization relating to Marriage and Family Therapy professional responsibilities or licensing in the performance or carrying out of its obligations under this Agreement. This Agreement shall be subject to amendments in the applicable laws and regulations relating to the training of Marriage and Family Therapy students, but only to the extent that any inconsistency is thereby created, and the parties shall use their best efforts to accommodate both the terms and intent of this Agreement and of such

amendments.

Each party to this Agreement will obtain and maintain current (in force) all licenses, certifications, authorizations, and/or permits (and will pay the fees therefore) necessary to carry out its duties and responsibilities under this Agreement.

- 2.16. **Confidentiality:** The parties to this Agreement expressly agree that they, their employees, and their agents shall not divulge, reveal, or otherwise share with any third party, or use for their own profit, without the other party's prior written consent, any confidential information divulged by any party to the other during the course of this Agreement. For purposes of clarification, "Confidential Information" means any information of a party (including, without limitation, information received from third parties) disclosed to the other party, which is either (a) marked as confidential to the disclosing party or a third party or (b) in connection with the internship opportunities and educational experiences contemplated herein, consists of protected health information, unpublished financial information, treatment information, or any other information reasonably deemed to be personal and/or sensitive. Confidential Information shall not include information that (i) is known to the receiving party at the time it receives Confidential Information; (ii) has become publicly known through no wrongful act of the receiving party; (iii) has been rightfully received by the receiving party from a third party authorized to make such communication without restriction; (iv) has been approved for release by written authorization of the disclosing party; or (v) is required by law to be disclosed.
- 2.17. **Conflict of Interest:** The parties to this Agreement expressly disclaim and disavow any partnership, joint venture, or fiduciary status or relationship between them and expressly affirm they have entered into this Agreement as independent contractors, and that the same is in all respects an "arm's length" transaction.
- 2.18. **Waiver of Provision(s):** Any waiver by any party of any provision of this Agreement, whether in writing or by course of conduct or otherwise shall be valid only in the instance in which it is given, and shall not be deemed a continuing waiver of any provision, nor shall it be considered a waiver of any other provision.
- 2.19. This Agreement covers (check one)
- ☐ **All locations** of the Experience Provider
 - ☐ Single location of Experience Provider—i.e., only that location with address listed above. (Note: a separate agreement will be required for each different location of Experience Provider.)
 - ☐ Multiple locations of Experience Provider—i.e., only those locations listed below. (Attach sheet if additional space needed.)

3. **RESPONSIBILITIES OF SCHOOL.** School shall:

- 3.1. Place into offsite clinical training only those students who have substantially completed the program's prerequisite requirements for offsite experience.
- 3.2. Assume general responsibility for the instruction and evaluation of the students, including establishing and implementing the curriculum of the students' offsite experience and the final designation of their grades and taking into consideration the recommendation of the offsite clinical supervisors. The School further agrees to provide an explanation of and continuing technological consultation for the use of the on-line Learning Agreement and Final Evaluation forms.
- 3.3. Make reasonable efforts to ensure that the Intern participates in the internship during the dates specified unless modified by the Experience Provider and BYU. This includes instructing each Intern about the consequences of not completing the internship.
- 3.4. Inform Students that they are subject to the general rules, policies, and procedures of the Agency; including the specific provisions that
 - 3.4.1. The Agency is ultimately responsible for the quality control, and supervision of client care;
 - 3.4.2. The Agency necessarily retains the right to act in the best interests of its clients in all cases;
 - 3.4.3. The Agency reserves the right when necessary to expel Students from the Agency for cause, after conferring with the School.
 - 3.4.4. Students are expected to abide by the terms of Section 2 above.
- 3.5. Provide to the Agency information relevant to Students' educational expectations, including, but not limited to:
 - 3.5.1. Dates for Offsite Clinical Experience
 - 3.5.2. General objectives and types of experiences desired.
 - 3.5.3. Relevant course information and data on Students to help maximize Students' learning experience.
- 3.6. Orient and assist Students to adequately prepare Students to function effectively in their offsite clinical assignments.
- 3.7. Conduct ongoing integrative seminars for Students during the offsite clinical experience, to assist Students to integrate coursework practice methods and theory, with quality professional practice within the Agency.
- 3.8. Respond in a timely manner to any complaints concerning Students.
- 3.9. Determine, in consultation with the Agency, which BYU students will be placed. (If appropriate Students are not available, the School is not required to make any Agency placements.)

- 3.10. Provide ongoing consultation with offsite placements as needed
 - 3.11. Provide guidelines and assistance to develop learning activities and guidelines that are consistent with national MFT COAMFTE accreditation standards, and respond to Students' needs for professional development.
4. **AGENCY RESPONSIBILITIES.** The parties to this Agreement acknowledge and agree that it shall be the responsibility of the community experience provider Agency to:
- 4.1. Provide Students a qualified Clinical Supervisor who will provide direct supervision and instruction. All offsite clinical supervisors of master's (MFT) level students shall hold a MFT degree from a COAMFTE-accredited Marriage and Family Therapy program or a licensed mental health field equivalent with systemic supervision training, full state licensure, and been practicing for at least 2 years as a fully licensed clinician. In the rare event that qualified field instructors are not available and the School determines to place Students in the internship without the benefit of such instructors, the agency shall allow for the School's facilitation of distance supervision and consultation in order to reinforce a Marriage and Family Therapy perspective. To support appropriate educational objectives, the Agency may engage other Agency personnel in the education of Students to assist the Clinical Director as needed.
 - 4.2. Provide Students with work space, supplies, and staff support sufficient to fulfill Students' assigned service functions at the Agency. This may include, but is not limited to, a desk and chair, therapeutic space, office supplies, and the staff support necessary to complete recording requirements.
 - 4.3. Provide Students with learning experiences that meet suggested minimum guidelines for Students' educational development.
 - 4.4. Accept the ultimate responsibility for the care of the Agency clients.
 - 4.5. Provide orientation and training sufficient for Students' understanding of the Agency's mission and client population, of the Agency's policies and procedures (including emergency/safety procedures), and of the educational objectives of the School's program. In addition to other material, this orientation will include:
 - 4.5.1. Students' obligations with respect to disclosure of information regarding clients of the Agency and disclosure of client's records located on the premises of the Agency.
 - 4.5.2. A description of the Agency's rules and regulations and Students' obligations with respect to adhering to those rules and regulations.
 - 4.5.3. An explanation of the health and safety standards set by the occupational Safety and Health Administration (OSHA) and other applicable law.
 - 4.5.4. Students' responsibility to seek out and receive health care at the time of exposure to infectious agents such as blood-borne pathogens, tuberculosis, and others, while on duty at the Agency facility and provide any copies of medical records of these health care services to the Agency.
 - 4.6. Work with the Agency Field Instructor and the School's Field Liaison in selecting and implementing learning experiences for Students in order to fulfill the

objectives of the field instruction.

- 4.7. Assist the School in the ongoing evaluation of Students' work and to timely notify the School of any significant problems concerning Students and/or the field internship.
 - 4.8. Provide the School with periodic formal evaluations of Students' work performance, including a final on-line Final Evaluation at the end of each semester.
 - 4.9. Notify Students of any additional application requirements as required by law, such as BCI clearances or placement pre-requisite study.
 - 4.10. Advise Students of required participation in additional and reasonable educational assignments, consistent with national accreditation standards, including research and/or the development of written materials to be used by the Agency.
 - 4.11. Ensure that the assignments of Students already placed with and employed by the Agency for field education constitute "new learning experience", separate from their prior regular and routine responsibilities as an employee.
 - 4.12. In those cases where compensation is awarded, notify the School regarding who will receive the compensation, the amount of the compensation, and how the compensation will be disbursed.
 - 4.13. Recommend to the MFT Program the withdrawal of Students if:
 - 4.13.1. Their achievement or progress does not warrant continuation in the School's program.
 - 4.13.2. Their behavior fails to conform to the applicable rules and regulations of the Agency or of the School.
 - 4.13.3. They violate applicable rules of professional ethics.
 - 4.13.4. The student violates the law(s) of the Agency's geographic jurisdiction. The Agency will assist the School, at the School's expense, in implementing this recommendation, as needed.
 - 4.14. If Agency has AmeriCorps members serving at their agency, Agency agrees to notify BYU if agency finds AmeriCorps members violating the prohibited activities regulations listed primarily in Exhibit B of this agreement.
5. **STUDENT RESPONSIBILITIES.** The parties to this Agreement acknowledge and agree that it shall be the responsibility of Students to:
- 5.1. Comply with the Agency experience provider's policies and procedures.
 - 5.2. Report any serious problems related to the Agency, including safety and personnel problems, to the BYU Clinical Director and the Agency Marriage and Family Therapy Supervisor.
 - 5.3. Maintain a health insurance policy in effect during the full period of any internship within the Agency.
 - 5.4. Enter into a separate written agreement with BYU ("Offsite Clinical Placement Form") outlining all details of their offsite clinical placement

6. **NOTICE OR CORRESPONDENCE.** Any notice, report or other correspondence required or permitted by this Agreement shall be deemed to have been properly given or delivered when made in writing and delivered personally, or when sent by United States mail with all necessary postage or charges fully prepaid, return receipt requested, addressed to the party to whom directed at its address specified below.
7. **GOVERNING LAW.** This Agreement, and all matters relating to it, including any matter or dispute arising out of this Agreement shall be interpreted, governed, and enforced according to the laws of the State of Utah.
8. **AmeriCorps Member host sites:** If an AmeriCorps member is serving at this agency, agency agrees to ensure to abide by Exhibit B on page 12-14 of this agreement.
9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES BELOW:

EXHIBIT A
STUDENT AGREEMENT
BRIGHAM YOUNG UNIVERSITY

The student hereby agrees to the following:

1. Be enrolled as an internship student.
2. Comply with all Experience Provider rules, policies and procedures.
3. Complete the internship during the dates specified unless modified by the Experience Provider and BYU. Students who feel they must leave or not start an internship for which they have registered must do the following: (1) Consult the BYU department/college internship coordinator or faculty member supervising the internship and explain their reasons for wanting to discontinue the internship. (2) If the department agrees with the student's decision, the internship provider must be given appropriate, timely notice about the discontinuance. (3) If the decision to discontinue comes after the drop deadline, the student must petition to quit the internship. (4) If the student has received money from a BYU college or department to help defray expenses associated with the internship, the student may be required to give back an amount commensurate with the time not spent in the internship. Students who leave internships early without notifying their BYU supervisor and the internship site supervisor may receive a low or failing grade for the internship and may be blocked from registering for future internships.
4. Work conscientiously under the direction of the supervisor assigned by the Experience Provider, submitting all reports and assignments as required.
5. Report serious problems, including physical, safety and personnel, to the Experience Provider supervisor and the BYU Internship Coordinator.
6. Complete all BYU academic assignments and course work as outlined by the applicable department.
7. Adhere to BYU's Honor Code and the Experience Provider's Standards of Personal Conduct and Dress and Grooming Standards.
8. Receive and read a copy of the Internship Master Agreement between BYU and the Experience Provider. I acknowledge that it is incorporated by reference into this Agreement and that I am bound by such terms and conditions therein which specifically apply to interns.
9. Consult with my personal physician in regard to necessary immunizations and any other medical matters relating to my participation in the internship program.
10. Authorize BYU's designated representative to grant permission for my necessary medical treatment for which I will be financially responsible if, during my participation in the program, I become incapacitated or otherwise unable to provide consent to medical treatment and advance consent cannot be obtained from my family.
11. Participation as an intern may involve risks not found in study at BYU. These include risks involved in traveling to and returning from place of internship; different standards of design, safety, and maintenance of buildings, public places, and conveyances; local medical and weather conditions. I represent that I have made my own investigation and am willing to accept these risks.

12. Be personally responsible for all housing, transportation, study, and other arrangements in connection with my internship and personally bear all associated costs. In addition, be personally responsible for any financial liability and obligation which I personally incur and for any injury, loss, damage, liability, cost or expense to the person or property of another which is caused or contributed to by me during my participation in the internship program. I understand that BYU does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer, or other provider of goods or services involved in the internship. I understand that BYU is not responsible for matters that are beyond its control, including, without limitation, strikes, war, loss, or theft of personal belongings, delays, weather, acts of God, governmental restrictions or acts, errors, or omissions of third party providers of goods or services.
13. Abide by all applicable laws. I understand I must personally attend to any legal problems I encounter or incur as an intern.
14. Acknowledge and agree that BYU is acting as an internship facilitator only and that BYU will be neither responsible for nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes arising out of or caused by the internship, including but not limited to such claims, disputes, losses, damages, injuries, adverse events and outcomes caused by Experience Provider's actions, inactions or negligence, even if BYU has been advised of the possibility of such.
15. Acknowledge and agree that as an Intern, I am placed with the Experience Provider in order to receive educational experience as part of my academic curriculum; my duties performed as an Intern are not performed as an employee of the Experience Provider but rather in fulfillment of the academic requirements of my educational experience and are to be performed under direct supervision by the Experience Provider's personnel. To the extent allowed under state and/or federal law, neither the Experience Provider nor BYU is required to provide worker's compensation coverage for my participating in this educational experience.
16. Acknowledge that all creative work performed as part of my internship shall be considered a "work made for hire," and that all copyright and other intellectual property rights in any such original creative work produced by me shall be owned entirely by the Experience Provider. Further, I agree not to utilize, incorporate, or otherwise make use of any pre-existing intellectual property and/or trade secrets of Brigham Young University in the creative work or internship performance without the express written permission of Brigham Young University.

Exhibit B

AmeriCorps Members

AmeriCorps Members serving at your agency: When an AmeriCorps member is serving at said Agency, Agency agrees to these items:

Reasonable Accommodation. Programs and activities must be accessible to persons with disabilities, and the recipient must provide reasonable accommodation for the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation. As such, inquiries about the need for reasonable accommodation should take place after a member has been offered an AmeriCorps position. There may be additional funding available from AmeriCorps to offset the recipients' costs on a first come, first serve basis. Please contact the state commission for more information.

Prohibited Activities Agency agrees to notify BYU if agency finds AmeriCorps members violating the prohibited activities regulations.

AmeriCorps members may not engage in the prohibited activities (see next page) directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed below. Individuals may exercise their rights as private citizens and may participate in the activities listed on the next page on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.



PROHIBITED ACTIVITIES & PRACTICES



PROHIBITED ACTIVITIES*

45 §CFR 2520.65

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the AmeriCorps agency, staff and members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described in paragraph 7 above, unless AmeriCorps assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as AmeriCorps may prohibit*.

In addition to the above activities, the below activities are additionally prohibited:

1. **Census Activities***. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.
2. **Election and Polling Activities***. AmeriCorps member may not provide services for election or polling locations or in support of such activities.
AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing engaging in any of the above activities on their personal time.
3. **Fundraising limitations****: Members cannot serve more than 10% of their hours on fundraising. They also may not raise funds for living allowances or an organization's general (as opposed to project/program) operating expenses or endowment.
4. **Grant writing****: Members cannot serve hours while writing grant applications for any Federal agency including AmeriCorps.

All locations where members serve should post a list of the prohibited activities, when possible.

*As prohibited in the 2023 Terms and Conditions for AmeriCorps State and National Grants

**As prohibited in the UServeUtah AmeriCorps Program Directors Manual

SUPPLANTATION

45 §CFR 2540.100

Supplantation. Corporation assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive Corporation support. For any given program, this condition will be satisfied if the aggregate non- Federal public expenditure for that program in the fiscal year that support is to be provided is not less than the previous fiscal year.

NONDUPLICATION

45 §CFR 2540.100

Nonduplication. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f – Nondisplacement) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

NONDISPLACEMENT

45 §CFR 2540.100

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that:
 - i. Will supplant the hiring of employed workers; or
 - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any:
 - i. Presently employed worker;
 - ii. Employee who recently resigned or was discharged;
 - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - v. Employee who is on strike or who is being locked out.

MARRIAGE & FAMILY THERAPY GRADUATE STUDENT

NAME

SIGNATURE

DATE

OFFSITE CLINICAL EXPERIENCE PROVIDER

ADDRESS

SUPERVISOR NAME

SUPERVISOR EMAIL

SUPERVISOR SIGNATURE

BYU CLINICAL DIRECTOR

Lauren Barnes

Dr. Lauren A. Barnes, PhD., LMFT

Clinical Professor

Director of Clinical Training

Marriage & Family Therapy

School of Family Life

Brigham Young University

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