



STUDENT FIELD PLACEMENT AGREEMENT

This agreement ("Agreement") is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach ("University") and SPIRITT Family Services, non-profit organization ("Facility").

University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this Agreement, the Facility shall provide practical experience pursuant to the terms of this agreement and serve as a learning site offering facilities, resources and supervision to students. In consideration the mutual promises and conditions set forth below, the University and the Facility ("Party or Parties") agree as follows:

- I. **EDUCATIONAL PROGRAMS** – The following University educational programs are included in this Agreement and are governed by the corresponding Exhibit(s), incorporated as if fully stated herein:

Exhibit A - Marriage and Family Therapy Protocol, consisting of five (5) pages

II. GENERAL PROVISIONS

- A. **Term of Agreement** - The term of this Agreement shall be operative from date of full execution until terminated. Either Party may terminate this agreement upon thirty (30) days written notice. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students enrolled at that time shall be allowed to continue their placement until the conclusion of that academic semester.
- B. **Relationship of Parties** – Facility (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.
- C. **Indemnification** - University shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, as defined by law, and agrees to indemnify and hold harmless Facility (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of University directors, officers, agents or employees in the performance of this Agreement.

Facility shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, and agrees to indemnify and hold harmless CSU and University (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of Facility's directors, officers, agents or employees in the performance of this Agreement.

- D. **Insurance** - Each Party to this agreement shall maintain General Liability Insurance (or a program of self-insurance), comprehensive or commercial form, with minimum limits of \$1,000,000 for each occurrence and \$3,000,000 general aggregate, and workers compensation coverage as required by law. If Facility offers medical or professional services, Facility shall also carry professional liability (or errors and omissions) coverage with the same minimum limits. Students shall maintain general and professional liability, as well as educator's errors & omissions coverage, through the Student Professional Liability Insurance (SPLIP) program, in the amount of \$2,000,000 each occurrence and \$4,000,000 general aggregate.
- E. **Confidentiality of Student Records** - Student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
- F. **Confidentiality of Medical Records (HIPAA)** - All of Facility's medical records and charts created in connection with Clinical Training shall be and shall remain the property of Facility. For the purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Students shall be considered to be members of Facility's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103.

In the course of Clinical Training at Facility, Students may have access to Protected Health Information, as defined at 45 C.F.R. § 160.103, and shall be subject to Facility's HIPAA Privacy and Security policies and procedures. Students may be required to participate in training related to the Facility's HIPAA Privacy and Security policies and procedures.

The Parties agree that University is not a "business associate" of Facility under HIPAA. University will not be performing or assisting in the performance of covered HIPAA functions on behalf of Facility. There will be no exchange of individually identifiable protected health information between University and Facility.

- G. **Governing Law** – This agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law. All actions or proceedings arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the state courts of the County of Los Angeles, State of California.
- H. **Services Responsibility**- Facility retains professional and administrative responsibility for services rendered at the Facility.
- I. **Student Safety and Personal Risk**- Facility shall inform the participating student of any potential health or safety risks associated with their field placement.
- J. **Assignments** - This Agreement is not assignable in whole or in part.
- K. **Renewal** - This agreement may be renewed by mutual written consent of authorized representatives of the parties. Nothing herein guarantees any such renewal(s).
- L. **Endorsement** - Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by University its officers or employees.
- M. **Fair Labor Standards Act and Displacement of Organization Employees** – It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of the Facility.
- N. **Nondiscrimination** - During the performance of this Agreement, the Parties may not deny placement under this Agreement to any student on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor may they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. The parties will insure that the evaluation and treatment of students are free of such discrimination.
- O. **Severability** - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
- P. **Authority** - Each party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
- Q. **Entire Agreement** – This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto.

University:

California State University, Long Beach
1250 Bellflower Blvd., BH-346
Long Beach, CA 90840-0123

Nancy Tchieu 8/1/2019
Authorized Signature Date
Nancy Tchieu, Contract Specialist
Name and Title

Facility: SPIRITT Family Services

(please write the complete legal name of the entity)

8000 Painter Ave
Whittier, CA 90602
(562) 903-7000 perlap@spiritt.org
Phone Number Email

Perla Pelayo 7/30/19
Authorized Signature Date
Perla Pelayo, Interim Executive Director
Print Name and Title

STUDENT FIELDWORK PLACEMENT AFFILIATION AGREEMENT

with NON-HIGHER EDUCATION AGENCIES

MARRIAGE and FAMILY THERAPY PROTOCOL

Exhibit A

The California State University, Long Beach Master's degree program in Counseling - Marriage and Family Therapy Option (MFT) is approved by the California State University (CSU) Trustees and accredited by the California Board of Behavioral Sciences. Both parties (University Agency agree to the mutual benefit hereto that students of the Marriage and Family Therapy Option Program use facilities of the Agency for practicum and fieldwork experiences.

Students shall at all times have the status of learners and shall not be considered employees or agents of either the University or the Agency. In those cases in which the student is already an employee of the Agency, the fieldwork assignment shall be in a different setting and under different supervision than that for which the student receives standard compensation.

There may be multiple Agency Sites available for fieldwork experience for Program students.

A. RESPONSIBILITIES OF THE AGENCY

The Agency practicum and fieldwork experience Site shall:

1. Permit each student designated by the Program pursuant to paragraph B.1 below to receive clinical field experience at an appropriate Agency Site and shall permit such students and Program faculty free access to appropriate fieldwork facilities.
2. Furnish appropriate facilities in such a manner that there will be no conflict in the use thereof between the Program's students and students from other educational institutions.
3. Maintain the facilities and provide opportunities in such a manner that the minimum essentials (adequate supervision, safe environment, access to facility, supplies) for an approved fieldwork experience shall be met at all times.
4. Have the right, after consultation with the Program, to refuse to accept for further practicum/fieldwork experience any Program student who in the Agency Site's judgment is not participating satisfactorily in said fieldwork experiences. Agencies are expected to fulfill the agreed obligations with the trainee. Any circumstance which arises which threatens significantly to alter or disrupt the training of the Trainee as specified on the agreement should be reported by the Agency immediately to the Faculty Coordinator. Where the circumstance or concern is not resolved, the Agency may, upon reasonable notice to the Faculty Coordinator and the Trainee, terminate the Trainee's site placement.

5. Give at least two weeks written notice to the Trainee and CSULB's MFT Faculty Coordinator of the intent not to certify any further hours of experience for the Trainee. If the site supervisor has not provided such notice, the site supervisor shall sign for hours of experience obtained in good faith by the Trainee where the supervisor actually provided the required supervision.
6. Provide a minimum of 500 total hours of practicum/fieldwork experience to each Trainee during the 12-month training (*effective August 1, 2012, the minimum requirement increases to 600 total hours per the California Board of Behavioral Sciences*).
7. Provide a minimum of 150 hours of face-to-face counseling client contact during the 12-month training (*effective August 1, 2012, the California Board of Behavioral Sciences requirement increases to 225 hours of face-to-face counseling, including up to 75 hours client centered advocacy*).
8. Provide a minimum of 7 to 10 counseling cases per week on an ongoing basis (including individuals, couples, families, group, and/or children).
9. Assure that the Trainee will receive weekly ongoing supervision in accordance with the California Board of Behavioral Sciences (BBS) requirements (1 unit of supervision for every 5 hours of client contact per week; 1 unit = 1 hours of individual supervision or 2 hours of group supervision). In addition, Trainee will receive at least 1 hour of individual supervision per week or 2 hours of group supervision per week or both. Supervision of Trainee at this level must be provided by a licensed mental health professional consistent with the BBS Responsibility Statement for a Supervisor of MFTs.
10. Through the clinical supervisor, clearly inform the Trainee, prior to the commencement of supervision, of duties and expectations as well as the methods by which the quality of counseling performed by the Trainee will be monitored and evaluated. It may include direct observation, audio or video recording, review of progress and process notes or records, or by any of the aforementioned combination or other means that is deemed professionally appropriate.
11. Through the clinical supervisor, provide organizational and clinically structured experiences as well as provide comments and criticism in an ethical, professional, and supportive manner that will enable appropriate Trainee growth.
12. Through the clinical supervisor, provide weekly face to face meetings, scheduled in advance for a specified date and time and preferably at the same time. Supervision sessions should not be canceled without rescheduling for the same week, except under unusual circumstances (e.g., illness or vacation). Both individual and group supervision should focus on the activity for which the Trainee is being supervised (i.e., therapy). With respect to group supervision in particular, the supervision time must include ample opportunity for trainees to present their own work. Group size must be no larger than 8 to allow each trainee sufficient time to present his/her case material.

13. Through the clinical supervisor, provide a professional setting that promotes effective supervision, i.e., in a private office/room, with no interruptions except for extreme emergencies.
14. Through the clinical supervisor, complete 6 periodic evaluations of the Trainee's performance during the 12-month placement.
15. At the outset of the Trainee's Early Fieldwork or Practicum experience, inform and clarify the Agency's policies, procedures, risk management procedures, and methods for determining when and how a Trainee will begin conducting assessment interviews and direct counseling activities to enable a clear understanding of the expectations between all involved parties.
16. Advise the Program of any personal safety issues, concerns, or requirements that are pertinent to the location or specific area in which the student will be assigned.

B. RESPONSIBILITIES OF THE UNIVERSITY MARRIAGE AND FAMILY THERAPY PROGRAM

The Program shall:

1. Assure that the Trainee shall be eligible for fieldwork only after formal review and recommendation by the program.
2. Assure that the Trainee will participate in the fieldwork placement for the duration of the 12-month training year.
3. Be responsible for Trainee professional activities and conduct while at the Agency Site.
4. Require every Trainee to conform to all applicable Agency Site policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the Program and the Agency.
5. In consultation with Agency Site personnel, plan for the fieldwork experience to be provided to students under this Agreement.
6. In consultation with Agency's Site personnel, arrange for periodic conferences between CSULB Program faculty and the Agency Site clinical supervisor to evaluate the practicum/fieldwork experience provided under this Agreement.

C. RESPONSIBILITIES OF THE TRAINEE

The Trainee shall:

1. Conform to the policies, standards and practices of the Agency Site and to the ethical and legal standards of the profession.

MFT Coordinator, and the Trainee will describe a written plan and contract that will describe a reasonable timeline and activities to improve the evaluation deficiencies. A Trainee who does not fulfill the terms of this plan/contract within the following semester will receive No Credit, no experience hours counted, and will be required to meet with the MFT Counseling faculty to determine Trainee's retention in the MFT program.

13. If the Trainee receives the No Credit grade 2 times in COUN 609, the Trainee will not be able to continue in the program.