



## **SUPERVISED FIELDWORK AGREEMENT**

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This Agreement is made and entered into by and between BRANDMAN UNIVERSITY, hereinafter called "University" and the County of Monterey, Department of Health, hereinafter called "Agency." University is a "Qualifying Degree Program" and Agency is a "Supervised Field Work Setting" as defined by statute below.

### **SECTION I: DEFINITIONS OF TERMS**

1. **"Qualifying Degree Program,"** is a doctor's or master's degree program in marriage, family and child counseling, marital and family therapy, psychology, clinical psychology, counseling psychology, counseling with an emphasis in marriage, family and child counseling, or social work, with an emphasis in clinical social work as defined in section 4980.40 of the Business and Professions Code.
2. **"Supervised Fieldwork Setting,"** is a governmental entity, a school, college, or university, a non-profit and charitable corporation, or a licensed health facility as defined in section 4980.43 (e) of the Business and Professions Code.
3. **"Supervisor,"** is a currently licensed marriage, family and child counselor, psychologist, clinical social worker, or licensed physician certified in psychiatry as defined in section 4980.45 (a) of the Business and Professions Code and otherwise meets all qualifications defined in the Code.
4. **"Trainee,"** is an unlicensed person who is currently enrolled in a master's or doctor's degree program and has completed no less than 12 semester units or 18 quarter units of course work in any qualifying degree program as defined by section 4980.03 (c) of the Business and Professions Code.
5. **"Supervised Fieldwork Experience,"** is experience within the scope of practice of a Marriage and Family Therapist in applied psychotherapeutic techniques, assessment, diagnosis, and treatment of pre-marital, couple, family, and child relationships, including dysfunctions and healthy functioning and health promotion and illness prevention, in a supervised clinical placement as defined by section 4980.40 (b)(1) of the Business and Professions Code.
6. **"Employment,"** may be paid or voluntary. "Experience shall be gained by....trainees either as an employee or as a volunteer...Experience shall not be gained by trainees.....as an independent contractor" (Section 4980.43 (b) of the Business and Professions Code). "....the authorized supervisor may be employed by the applicant's employer on either a paid or a voluntary basis. If such employment is on a voluntary basis a written agreement must exist between the supervisor and the organization, prior to commencement of supervision...." (Section 1833 (b)(4) of the California Code of Regulations).

### **SECTION II: RELATIONSHIP OF THE PARTIES**

1. The University shall approve of and coordinate the placement with the Agency.
2. The Agency shall coordinate with the University the trainee's supervised fieldwork experience in accordance with the statutes, regulations, and professional standards governing Marriage and Family Therapists.
3. The supervisor shall be employed by the Agency and shall provide supervision of the trainee's supervised fieldwork experience in compliance with the statutes, regulations, and professional standards governing Marriage and Family Therapists.

4. The trainee is a student of the University and is supervised by the supervisor in accordance with the statutes, regulations, and professional standards governing Marriage and Family Therapists.

### **SECTION III: GOALS OF THE SUPERVISED FIELDWORK EXPERIENCE**

1. To provide an integrated course of studies that train students generally in the diagnosis, assessment, prognosis, and treatment of mental disorders.
2. To train students specifically in the application of marriage and family relationship counseling principles and methods.
3. To encourage students to develop those personal qualities that are intimately related to the counseling situation such as integrity, sensitivity, flexibility, insight, compassion, and personal presence.
4. To teach students a variety of effective psychotherapeutic techniques and modalities that may be utilized to improve, restore, or maintain healthy individual, couple, and family relationships.
5. To prepare students to be familiar with cross-cultural mores and values, and to design practica to include marriage, family, and child counseling experiences in low-income and multi-cultural health settings.
6. To educate students in the therapeutic, clinical, and practical considerations involved in the legal and ethical practice of marriage, family, and child counseling.
7. To gain supervised fieldwork experience within the scope of practice of a Marriage and Family Therapist in a supervised clinical placement.

### **SECTION IV: RESPONSIBILITIES OF THE PARTIES**

#### **1. THE UNIVERSITY**

- a. Shall approve the Agency for each trainee.
- b. Shall have this written agreement with the Agency that details each party's responsibility, including the methods by which supervision will be provided.
- c. Shall provide forms for regular process reports and evaluations of the students' performance at each Agency.
- d. Shall coordinate the terms of Appendix B with the supervisor of the Agency and the terms of Appendix C with the student/trainee.
- e. Shall evaluate the appropriateness of the supervised fieldwork experience for each trainee in terms of the educational objectives, clinical appropriateness and scope of the license of an MFT as set forth in Section 4980.02 of the Business and Professions Code.
- f. Records. University shall maintain all personnel records for its staff and all academic records for its students.
- g. Student Responsibilities. University shall notify students in the program that they are responsible for:
  - 1) Complying with Agency's clinical and administrative policies, procedures, rules and regulations;
  - 2) Arranging for his/her own transportation and living arrangements;
  - 3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the Agency refer to Appendix D for Practicum Site requirements.
  - 4) Maintaining the confidentiality of patient information.
    - a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the practicum experience. The discussion,

transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.

b) Neither the University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by Practicum Site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.

c) Agency shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.

5) Complying with Agency's dress code and wearing name badges identifying themselves as students, if specified by Agency.

6) Insurance requirements. See Section 4, Paragraph b.

## **2. THE AGENCY**

- a. Shall provide the trainee and the supervisor with the documentation necessary to verify to the Board of Behavioral Sciences that the placement is one that is named in law, that the trainee is a volunteer in the manner required by law and a description of the duties performed by the trainee.
- b. Shall appropriately evaluate the qualifications and credentials of any employee who provides supervision to MFT trainees.
- c. Shall provide adequate resources to the trainee and the supervisor in order that they may provide clinically appropriate services to clients.
- d. Shall orient the trainee and supervisor to the policies and practices of the Agency.
- e. Shall notify the University in writing in a timely manner of any difficulties in the work performance of the student.
- f. Shall provide the trainee and the supervisor with an emergency response plan which assures the safety and security of trainee, supervisor, and trainee's clients.
- g. Shall provide the trainee with an agreed upon minimum number of supervised fieldwork experience hours within the scope of practice of a Marriage and Family Therapist.
- h. Records and Evaluations. Practicum Site shall maintain complete records and reports on student's performance and provide an evaluation to University on forms the University shall provide.
- i. Withdrawal of Students. Practicum Site may request that University withdraw from the program any student whom Practicum Site determines is not performing satisfactorily, refuses to follow Practicum Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing. Once the University receives the request in writing, the University will take appropriate steps to comply.
- j. Emergency Health Care/First Aid. Practicum Site shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities.

## **SECTION V: GENERAL PROVISIONS**

### **a. INDEMNIFICATION**

The University shall indemnify, defend, and hold harmless County of Monterey, its officers, agents, and employees, from and against any and all claims by a third party and any and all liabilities and losses incurred by County on account of such claims (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) caused by the University's negligence or willful misconduct in connection with the performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "University's performance" includes University's acts or omissions and the acts or omissions of University's officers, employees, agents and subcontractors.

County of Monterey shall indemnify, defend, and hold harmless University, its officers, agents, and employees, from and against any and all claims by a third party and any and all liabilities and losses incurred by University on account of such claims (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) caused by County's negligence or willful misconduct in connection with the performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of University. "County's performance" includes County's acts or omissions and the acts or omissions of County's officers, employees, agents and subcontractors.

### **b. INSURANCE**

The University and Agency mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 general aggregate. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage prior to the beginning of the student's participation in the supervised fieldwork experience.

The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. Such coverage provided by the University and Agency may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate.

The University shall require each trainee to maintain professional liability, public liability and property damage insurance in the amount of \$1 Million for any single occurrence and a minimum of \$3 Million in the aggregate during the trainee's supervised field experience. Trainee shall furnish proof to Agency of such insurance coverage prior to the beginning of the trainee's participation in the supervised fieldwork experience.

Except for ten (10) days' notice of non-payment, the University and the Agency will require 30 days written notice if the policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

### **c. TRAINEES**

The University agrees that the students/trainees are learners who are fulfilling specific requirements for field experiences as part of a degree requirement. Therefore, regardless of the nature or extent of the acts performed by them, students/trainees are not to be considered paid employees of the University for any purpose including Workers' Compensation or any other employee benefit programs. The students/trainees shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

If the trainee is a paid employee of the Agency, the trainee will be covered under the Agency's insurance policies, including Workers' Compensation, to the extent available to other employees.

### **d. TERMINATION**

The expectation of all parties is that the trainee will complete the term of this agreement. Termination of this agreement with cause shall be in accordance with federal, state, and local law. Any party may terminate this agreement without cause by giving all other parties 30 days notice of the intention to terminate. Termination of this agreement on the part of the trainee or supervisor is separate from termination of trainee's supervised fieldwork experience or supervisor's employment at the Agency. Termination of the trainee's supervised fieldwork experience or supervisor's employment of this agreement must take into account the clinical necessity of an appropriate

termination or transfer of psychotherapeutic clients. In any case, it is assumed that if there is an early termination of this agreement on the part of the trainee, the Agency or the supervisor, such a decision must include consultation with the University.

**e. CHANGES IN THE AGREEMENT**

This agreement may be amended at any time, but any amendment must be in writing and signed by each party. This agreement contains the entire understanding of the parties regarding their rights and duties. Any alleged oral representation or modification concerning this agreement shall be of no force or effect unless contained in a subsequent written modification signed by all parties.

**SECTION VI: TERMS OF THE AGREEMENT**

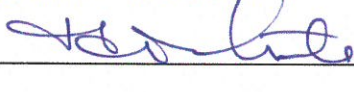
This Agreement shall commence upon the first date on which it has been signed by both parties (the "Effective Date"), and continue until 02/28/2018 or until terminated by either party giving written notice to the other and pursuant to the terms of this Agreement.

The parties may renew this agreement by signed written agreement.

**SECTION VII: SIGNATURES**

**UNIVERSITY:**

BRANDMAN UNIVERSITY

 1/15/2016

PHILLIP L. DOOLITTLE

Executive Vice Chancellor of Finance & Admin/CFO  
Title

January 15, 2016  
Date

**AGENCY:**

[COUNTY OF MONTEREY HEALTH DEPT]

Signature: 

RAY BULLICK

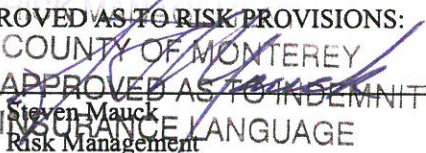
Department of Health Director  
Title

2-26-16  
Date

**COUNTY OF MONTEREY:**

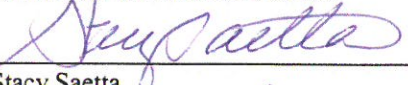
By: \_\_\_\_\_  
Amie Miller, Psy.D, MFT  
Director of Behavioral Health

Date: \_\_\_\_\_

APPROVED AS TO RISK PROVISIONS:  
COUNTY OF MONTEREY  
By:   
Steven Mauck  
Risk Management

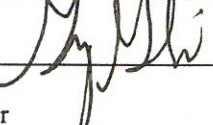
Date: 1/29/16  
Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By:   
Stacy Saetta  
Deputy County Council

Date: 1/28, 2016

**APPROVED AS TO FISCAL PROVISIONS:**

By:   
Gary Giboney  
Auditor-Controller

Date: 2-1-16



Appendices A, B & C may be completed while the agreement is in process but a student cannot start practicum until a signed field agreement is in place.

**APPENDIX A: SUMMARY SHEET**

**STUDENT**

Name: \_\_\_\_\_  
Campus: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Other: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PRACTICUM SCHEDULE**

Practicum 1     Psychology 688                      Term: \_\_\_\_\_  
Practicum 2     Psychology 689                      Term: \_\_\_\_\_  
Practicum 3     Psychology 690                      Term: \_\_\_\_\_

**BRANDMAN FACULTY**

or **BRANDMAN ADJUNCT PRACTICUM INSTRUCTOR**

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_  
Phone: \_\_\_\_\_ Phone: \_\_\_\_\_  
Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

**SITE SUPERVISOR:**

Site: \_\_\_\_\_  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TYPE OF LICENSE:**

MFT \_\_\_\_\_  
LCSW \_\_\_\_\_  
CLINICAL PSYCHOLOGIST \_\_\_\_\_  
BOARD CERTIFIED \_\_\_\_\_  
PSYCHIATRIST \_\_\_\_\_

AAMFT APPROVED: \_\_\_\_\_  
DATE LICENSE ISSUED: \_\_\_\_\_  
STATE ISSUING: \_\_\_\_\_  
EXPIRATION DATE: \_\_\_\_\_  
LIABILITY INSURANCE CARRIER: \_\_\_\_\_  
AMOUNT OF COVERAGE: \_\_\_\_\_  
EXPIRATION DATE: \_\_\_\_\_  
LICENSE NUMBER: \_\_\_\_\_

**APPROPRIATE VERIFICATION HAS BEEN PROVIDED AS COPY OF SUPERVISOR'S LICENSE IS REQUIRED FOR EACH STUDENT BEING SUPERVISED.**

**TYPE OF WORK SETTING:**

	<b>ON-SITE</b>	<b>OFF-SITE</b>
GOVERNMENTAL ENTITY	_____	_____
SCHOOL, COLLEGE, UNIVERSITY	_____	_____
NON-PROFIT AND CHARITABLE CORPORATION	_____	_____
LICENSED HEALTH FACILITY	_____	_____

(as defined in Sections 1250, 1250.2, 1250.3, of the Health and Safety Code).

\_\_\_\_\_ **SITE VISITATION IS REQUIRED BY THE PSYCHOLOGY PROGRAM ADVISOR.**

\_\_\_\_\_ **SITE VISITATION IS NOT REQUIRED BY THE PSYCHOLOGY PROGRAM ADVISOR DUE TO PRIOR VISITATION AND APPROVAL**

**METHODS OF SUPERVISION**

**Section 1833.1 (a)(6) requires that the supervisor monitor the quality of counseling or psychotherapy performed by the trainee by direct observation, audio or video recording, review of progress and process notes or records or by any other means deemed appropriate by the supervisor. He/she shall check the appropriate methods(s) being used as listed in Appendix B.**

**TYPE OF SUPERVISION:**

\_\_\_\_\_ **INDIVIDUAL** (# OF SUPERVISION HOURS PER WEEK DEFINED BY BBS).

\_\_\_\_\_ **GROUP** (# OF SUPERVISION HOURS PER WEEK DEFINED BY BBS).

**METHODS OF SUPERVISION:**

	<b>INDIVIDUAL</b>	<b>GROUP</b>
CASE PRESENTATION:	_____	_____
LIVE SUPERVISION:	_____	_____
VIDEO TAPING:	_____	_____
AUDIO TAPING:	_____	_____
OTHER (SPECIFY):	_____	_____
_____	_____	_____
_____	_____	_____

**APPENDIX B**

**3. THE SUPERVISOR**

- a. Shall sign and abide by the "Responsibility statement for supervisors of the MFT Intern or Trainee" as described in Section 1833.1 of the California Code of Regulations (CCR).
- b. Shall describe in writing the methods by which supervision will be provided.
- c. Shall provide regular progress reports and evaluations of the student's performance at the site to the University.
- d. Shall abide by the ethical standards for supervisors promulgated by the American Association of Marriage and Family Therapy and the California Association of Marriage and Family Therapists.
- e. Shall review and sign the experience log required by Section 1833 (c) of the CCR on a weekly basis except as set forth in Section 1833 (c) of the CCR.
- f. Shall sign the experience verification form required for licensure except as set forth in Section 1833 (c) of the CCR.
- g. Shall provide the University with a current copy of their license at all times and shall immediately notify the University and the trainee of any action that may affect his/her license.
- h. Shall monitor the quality of counseling or psychotherapy performed by the trainee by direct observation, audio or video recording, review of progress and process notes or records or by any other means deemed appropriate by the supervisor. The supervisor shall inform the trainee prior to the commencement of supervision of the methods by which the supervisor will monitor the quality of counseling or psychotherapy being performed.
- i. Practicum students are not permitted to pay a supervisor or an agency for clinical supervision.

**Supervisor: Please check all those appropriate.**

\_\_\_\_\_ Audio Tape

\_\_\_\_\_ Video Tape

\_\_\_\_\_ Process/Progress Notes

\_\_\_\_\_ Student Verbal Report

\_\_\_\_\_ Role Play

\_\_\_\_\_ Direct Observation

\_\_\_\_\_ Other (Describe)

\_\_\_\_\_ **Initials of the Supervisor**



**APPENDIX C**

**4. THE TRAINEE**

- a. Shall file the "Responsibility statement for supervisors of the MFT Intern or Trainee" within 30 days after commencing this supervised fieldwork experience with the BBSE. Shall also provide a copy to the University by uploading it to the electronic practicum file student creates in MyBrandman.
- b. Student is required to obtain professional liability insurance of at least \$1,000,000 per claim or occurrence and \$2,000,000 aggregate. A copy of the certificate of insurance is to be provided to the Clinical Contract Coordinator by emailing it to [sowkalerts@brandman.edu](mailto:sowkalerts@brandman.edu) at the time the appendices are submitted.
- c. Shall maintain a log of all hours of experience gained toward licensure as required by Section 1833 (e) of the CCR.
- d. Shall be responsible along with their supervisor for providing complete and accurate documentation to the Board of Behavioral Sciences in order to gain hours of experience towards licensure.
- e. Shall be responsible for learning those policies of the Agency which govern the conduct of regular employees and trainees, and for complying with such policies.
- f. Shall be responsible for participating in the periodic evaluation of his/her supervised fieldwork experience and delivering it to the University.
- g. Shall be responsible for notifying the University in a timely manner of any professional or personal difficulties which may affect the performance of his/her professional duties and responsibilities.
- h. Shall abide by the ethical standards of the American Association of Marriage and Family Therapy and the California Association of Marriage and Family Therapists.
- i. Practicum students are not permitted to pay a supervisor or an agency for clinical supervision.

\_\_\_\_\_ **Initials of the Trainee**

**Appendix D**

*County of Monterey Department of Health Internship Program*  
1270 Natividad Road, Salinas, CA 93906

**ACKNOWLEDGEMENT FORM**

The County of Monterey Department of Health policies listed below are checked or marked to indicate their pertinence to this specific internship. Acknowledged receipt is required prior to commencement of the internship.

- Drug-Free Workplace Policy
- HIV/AIDS Policy
- Asbestos Notification
- Vehicle Use Policy (completion of County's on-line driving safety course required)
- Discrimination and Sexual Harassment Policy
- Smoke-Free Policy
- Information Technology Appropriate Use Policy
- Confidentiality Agreement
- HIPAA Policy
- Authorization to Release Information (if applicable)
- Fingerprinting Authorization (if applicable)
- TB Test Form (if applicable)

I acknowledge that I have received the above applicable County of Monterey Department of Health policies and that I understand and agree to comply with the conditions specified therein.

\_\_\_\_\_  
Intern's Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Intern Signature