

PRACTICUM AGREEMENT
FOR FURNISHING FIELD TRAINING
FOR THE MASTERS OF SCIENCE IN CLINICAL PSYCHOLOGY GRADUATE
PROGRAM DEPARTMENT OF PSYCHOLOGY, SAN JOSE STATE UNIVERSITY

This Agreement is entered into between the Trustees of the California State University on behalf of San José State University, located at One Washington Square, San Jose, CA 95192 hereinafter called the (“the University”), and _____, located at _____, hereinafter called the (“Facility”). The University and Facility are referred to collectively as the Parties.

Witnesseth:

WHEREAS, the Trustees have approved Masters of a Science in Clinical Psychology Program for the University and such programs require field work experience and the use of facilities; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the University’s MS Clinical Program use facilities for their experience,

WHEREAS, the MS CLINICAL PRACTICUM is an essential part of professional education for psychotherapists: an essential element of the practicum must be the inclusion of learning experiences that provide for students' direct engagement in service activities. The intent of the Practicum is to enhance student learning within all areas of the curriculum. The Practicum should provide all students with opportunities for development, integration, and reinforcement of competence through performance in actual service situations. It should permit students to acquire and test skills relevant to emerging conditions of psychotherapy practice. The Practicum should also foster for all students the integration and reinforcement of knowledge, value and skill learning acquired through particular courses, with a focus on transcultural generalist practice and populations at-risk. In the Practicum the students should have an opportunity to delineate and comprehend questions for research which arise in the course of practice.

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

I. FACILITY SHALL:

- A. Permit each student who is designated by the University pursuant to Paragraph II. A below to receive field training experience (called fieldwork, or pre-degree practicum) at the Facility, and shall furnish, and permit such students and University instructors free access to appropriate facilities for field work experience.

- B. It is expected, in accordance with the presently established values and goals of the University and MS Clinical Program, that placement facilities provide the following:

1. A fieldwork setting that offers the opportunity to serve various client populations. This includes opportunities to work with clients who are oppressed, marginalized, and/or disenfranchised by virtue of their ethnicity, sexual orientation, socioeconomic status, immigration experience, age, and/or disability;
 2. A setting that offers opportunities for students to examine their own commitment to these populations;
 3. A setting that offers students opportunities to test, modify and integrate the ideas, concepts and values of the MS Clinical Program curriculum into their emerging professional selves (e.g., evidence-based approaches to psychotherapy); and
 4. A setting that provides students with an opportunity to develop skills and practical knowledge by working with clinical populations under the guidance of a skilled California licensed supervisor.
- C. It is required that each Placement Facility shall:
1. Provide a learning experience that entails a commitment to service compatible with the values and ethics of the MFT and LPC profession as outlined by the Board of Behavioral Sciences and the California Association of Marriage and Family Therapists;
 2. Provide a qualified clinical fieldwork supervisor with appropriate and active license as defined by the California Board of Behavioral Sciences for master's level trainees (e.g., licensed psychologist, LMFT, LPC, or LCSW). Assessment of qualifications will take into account professional education, commitment to the values of the profession, competence in practice, and interest and competence in teaching and supervising;
 3. Provide the required number of clinical supervision hours as specified by the California Board of Behavioral Sciences for masters level MFT and LPC trainees in both individual format and group format;
 4. Provide the opportunity to meet the required number of face-to-face clinical contact hours as set by the California Board of Behavioral Sciences for masters level MFT trainees (currently 225);
 5. Provide clear processes for communicating with Facility clinical supervisors in case of emergencies directly related to clients seen by trainees at that agency;
 6. Provide trainees with Facility expectations, rules, and regulations surrounding all tasks engaged in by trainees;

7. Make available suitable desk space, telephones, word processing facilities, supplies, transportation costs, clerical services and interviewing facilities. This provision may be waived under exceptional circumstances if the educational benefits resulting from a Practicum experience in a particular facility or setting could not be otherwise realized;
8. Provide periodic supervisory conferences and/or semester evaluations, and open communications between the Facility and MS Clinical Program.
9. Have the right, after consultation with the University, to refuse to accept for further experience any of the University's students who in the Facility's judgment are not participating satisfactorily in said program.
10. Facility is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Facility is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. Facility, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Facility will take steps to comply with the modified, changed or updated guidelines or directives. If at any time, the Facility becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:

- A. Designate the students who are enrolled in the San Jose State University's Practicum Programs of the MS Clinical Program to be assigned for field experience at the Facility, in such numbers as are mutually agreed to by both parties;
- B. Monitor all instruction for field work experience given at the Facility to the assigned students.
- C. Keep all attendance and academic records of students participating in said Program; and
- D. Require every student to conform to all applicable Facility policies, procedures, and restrictions specified jointly by representatives of the University and Facility.

III. FACILITY AND UNIVERSITY SHALL AGREE AS FOLLOWS:

- A. THIS AGREEMENT will become effective as of the date of the last executed signature and shall remain in effect for a term of five (5) years, unless terminated sooner. Either party, after giving the other party 30 days advance written notice of its intention to so terminate, or for just cause, this agreement can be terminated

immediately by either party.

Should either party terminate this agreement for any reason, the terms of this Agreement may remain in full force for those existing students still participating in SJSU's MS Clinical Program for as long as they are enrolled as students of SJSU, and the University is satisfied that the Facility meets the Fieldwork (Practicum) Placement requirements of the MS Clinical Program.

- B. In order to insure the satisfaction of all, the student and the field supervisor must jointly formulate a practicum Contract to be submitted for approval by the Program Director of the of the MS Clinical Program.

C. Mutual Indemnification

SJSU shall indemnify, defend, and hold harmless Facility, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of the performance of this Agreement by SJSU and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Facility. SJSU shall reimburse Facility for all costs, attorneys' fees, expenses and liabilities incurred with respect to any claim or litigation for which SJSU is obligated to indemnify, defend and hold harmless Facility under this Agreement.

Facility shall indemnify, defend and hold harmless SJSU, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of the performance of this Agreement by Facility and/or its agents, employees, subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct or personnel employed by the SJSU. Facility shall reimburse SJSU for all costs, attorneys' fees, expenses and liabilities incurred with respect to any claim or litigation for which Facility is obligated to indemnify, defend and hold harmless SJSU under this Agreement.

The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, provided that nothing shall require either party to disclose any documents, records or communications which are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this section shall survive the termination of this Agreement.

D. Insurance

Without limiting the indemnification of either party to this Agreement, each party shall maintain or cause to be maintained the following insurance coverage: (i) a policy of commercial general liability with limits of liability not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate; (ii) a policy of workers' compensation providing statutory coverage; and (iii) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement. Insurance afforded by the commercial general liability policy shall be endorsed to

provide coverage to the other party of the Agreement as an additional insured. Each party to this Agreement shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. The requirements of this section may be satisfied by the provision of similar coverage through a self- insurance program.

- E. Whole Agreement and Amendments. This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

IN WITNESS WHEREOF, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement.

FACILITY

Facility Name _____
Authorized Signature _____
Print Name _____
Title _____
Contact email _____
Phone number _____
Date _____

SAN JOSE STATE UNIVERISTY, CONTRACTS AND PURCHASING SERVICES

San José State University

Authorized Signature _____
Print Name _____
Title _____
Contact email _____
Phone number _____
Date _____