

UVU MFT CLINICAL TRAINING AGREEMENT

This	MFT	Clinical	Training	Agreement	("Agreemen	nt") is	entered	into	this_	day
of		,	20	_, ("Effectiv	e Date"), by	and b	etween	Utah V	alley	University
("UV	U"), a	bodycor	porate and	politic of t	he State of	Utah, 1	ocated a	t 800	West	University
Parky	vay, Or	em, Utah	84058, and	d "Clinical T	raining Site,"	the ent	ity defin	ed in S	ection	1.1 below.

RECITALS

- A. UVU offers a Master of Arts in Marriage and Family Therapy (MFT) degree, which requires five hundred (500) hours of clinical experience outside the traditional classroom setting.
- B. UVU desires to provide its MFT students with an opportunity to participate in clinical experiences through supervised student therapy positions with various agencies and organizations.
- C. Clinical Training Site has a supervised student therapist position and desires to allow Trainee to participate in that student therapist position.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and conditions contained herein, and for other valuable consideration, the receipt and sufficiency of which are acknowledged by UVU and Clinical Training Site (individually "Party" and collectively "Parties"), the Parties mutually agree as follows:

1 Definitions

- 1.0 Clinical Site Supervisor: An experienced clinical practitioner who supervises, trains, and mentors Trainees in clinical settings. Clinical Site Supervisors must be credentialled and state licensed to practice his/her specialization. Note: UVU terminology identifies these individuals as Preceptors in other clinical programs and other documents.
- 1.1 **Clinical Training Site**: A licensed agency or organization lawfully registered to provide mental health services identified further below, in the signature block of this Agreement.
- 1.2 **Director of Clinical Program**: Individual with overall responsibility for both the didactive and clinical components of a specific clinical program. The term MFT Program Director is also used to describe this position.
- 1.3 Director of Clinical Education: Individual specifically responsible for providing

support and oversight of preceptors and trainees in the clinical component of the program. This individual might also be known as the Field Education Director or Director of Clinical Training. In some clinical programs, the Director of Clinical Program may also fulfill this role. In the MFT program, this role is currently fulfilled by the MFT Program Director.

1.4 **Trainee**: A UVU student engaged in either the didactic component or clinical component of a clinical program.

2 Duties and Responsibilities of UVU MFT Program

- 2.0 PROGRAM ALIGNMENT. UVU will uphold policies and practices that align with the Division of Occupational and Professional Licensing (DOPL) rules and Commission on Accreditation for Marriage and Family Therapy Education (COAMFTE) standards.
- 2.1 TRAINEE ELIGIBILITY. UVU will verify the academic eligibility of Trainee and evaluate Trainee readiness to accrue hours at an off-campus Clinical Training Site.
- 2.2 CLINICAL TRAINING SITE APPROVAL. It is entirely the right of the Director of Clinical Education to decide whether or not an eligible clinical training site will supervise a student in the MFT program. This decision must not discriminate against a site or supervisor due to their race, age, gender, ethnicity, sexual orientation, gender identity, socioeconomic status, disability, health status, religious and spiritual practices, nation of origin or other social categories, immigration status, and/or language. This decision may be based on the Director of Clinical Education's perception of the program's ability to develop a professional partnership with a site or supervisor.
- 2.3 DOCUMENT SITE, SUPERVISOR & TRAINEE RECORDS. UVU will secure and maintain a Clinical Placement Agreement for every approved Clinical Training Site, a license and supervisor documentation for every Clinical Site Supervisor overseeing a UVU MFT student. UVU will maintain a copy of active malpractice insurance coverage for every Trainee.
- 2.4 LIABILITY INSURANCE. UVU agrees to provide and maintain general liability insurance at all times during the term of this Agreement, subject to approved state judgment limitation amounts. Clinical Training Site agrees to provide and maintain reasonable comprehensive general liability insurance at all times during the term of this Agreement through commercial insurance or properly reserved self- insurance. The nature and amount of the insurance provided and maintained by a Party will be provided to the other Party upon written request.
- 2.5 FACULTY SUPERVISION. For each Trainee, UVU designates a Practicum Instructor, who will monitor and evaluate the intern's performance, provide supplemental supervision, and serve as a liaison to better foster communication, expectations, and cooperative efforts between the Parties.
- 2.6 STUDENT ENROLLMENT. UVU monitors student progress for continued enrollment throughout practicum courses.
- 2.7 DOCUMENT STUDENT PROGRESS. UVU maintains records of student progress in hours and competencies.
- 2.8 COMMUNICATION. UVU will facilitate communication with agency personnel, supervisors, and students to resolve difficulties with a Clinical Training Site, Clinical Site

Supervisor, and Trainee. UVU will communicate in a timely and respectful manner with Clinical Training Sites and Clinical Site Supervisors.

2 Duties and Responsibilities of Clinical Training Site

- 2.0 REGULATORY COMPLIANCE. Clinical Training Site is registered or licensed by the appropriate state authority and has been in operation for at least two full years. The Clinical Training Site and those designated as supervisors comply with professional ethics standards and practice guidelines published by the American Association for Marriage and Family Therapy (AAMFT). The Clinical Training Site and the supervisor permit only those empirically-based interventions that follow the current practice guidelines of AAMFT. Clinical Training Site must notify UVU MFT program immediately of any disciplinary action against the site or its leadership including, but not limited to, the revocation, limitation, resignation, suspension or termination of license, certificate, permit, registration, health care privileges, or insurance coverage participation.
- 2.1 SELECTION REQUIREMENTS. Clinical Training Site shall notify UVU of all selection criteria and any selection process requirements including, but not limited to, background investigations, drug testing, and health screenings. Clinical Training Site will provide all necessary work orientation, training, supervision, and evaluations.
- 2.2 NONDISCRIMINATION. Clinical Training Site will select Trainees based on the Clinical Training Site needs and preferences. However, Clinical Training Site represents that it is an equal opportunity employer and will not discriminate based on age, culture, disability, ethnicity, race, religion/spirituality, gender, gender identity, sexual orientation, marital/partnership status, language preference, socioeconomic status, immigration status, or any basis proscribed by law.
- 2.3 SUFFICIENT RESOURCES. Clinical Training Site has adequate facilities and equipment for the Trainee to carry out designated responsibilities. Clinical Training Site agrees to provide to each Trainee the office space, privacy, and resources sufficient to complete clinical experience requirements, including, but not limited to: assessment, counseling (individual, couple, family, and group), psycho-educational activities, consultation, and record keeping. The Clinical Training Site shall provide Trainee the means necessary to engage in supervised counseling, consultation, or related professional skills with actual clients to foster social, cognitive, behavioral, and/or affective change. The nature of the Clinical Training Site must be appropriate for students whose primary goal is to develop professional competencies and counseling skills under supervision. The Trainee must not be required to find their clients nor market their services, assist with office-related tasks, and conduct administrative duties.
- 2.4 SITE POLICIES. The Clinical Training Site has established policies for case note completion, management, and storage. The Clinical Training Site has established policies for maintaining the confidentiality of client Protected Health Information. The Clinical Training Site must permit audio or video recording of some of the Trainee's therapy sessions for the purpose of receiving feedback during MFT practicum courses, with the client's written permission and confidentiality being strictly maintained.
- 2.5 EVALUATION. Trainee evaluation materials provided by UVU to the Clinical Training Site shall be timely completed and returned to UVU in accordance with a

mutually agreeable schedule, but no later than the end of an academic semester. Clinical Training Site agrees to make reasonable efforts to accommodate requested site visits by UVU faculty, as well as designate an individual who will serve as the liaison with UVU and each intern.

- 2.6 UNPAID POSITION. If a Trainee will not be paid for an internship position offered pursuant to this Agreement, the Parties acknowledge, and agree to comply with, the Utah statutory provisions regarding unpaid interns at Utah Code Ann. §53B-16-401, et seq. Accordingly, no such intern is an employee of Clinical Training Site, but rather is a volunteer worker of UVU solely for the purposes of receiving workers' compensation medical benefits, if applicable. Clinical Training Site determines the schedule that each Trainee will maintain but commits to a schedule that is sufficiently flexible schedule to allow the Trainee to participate in any required internship meetings and required UVU academic classes and/or coursework.
- 2.7 PAID POSITION. If a Trainee will be paid for an internship position offered pursuant to this Agreement, the Trainee will be a non-exempt employee of Clinical Training Site, which shall be responsible for providing to the Trainee all applicable wages, benefits, statutory withholdings, workers compensation benefits, and other employment benefits required by applicable law. Clinical Training Site shall determine the hourly or other compensation paid to the Trainee. Clinical Training Site determines the schedule that the Trainee will maintain, but commits to a schedule that is sufficiently flexible to allow the Trainee to participate in any required internship metasand required UVU academic classes and/or coursework.

3.0 Duties and Responsibilities of Clinical Site Supervisor

- 3.1 QUALIFICATIONS. The Clinical Site Supervisor will maintain their MFT license and status as a Utah- approved or American Association for Marriage and Family Therapy (AAMFT)-approved Supervisor. The Clinical Site Supervisor will notify the Director of Clinical Education immediately of any disciplinary action taken against the supervisor's license, including suspension or probation.
- 3.2 PROFESSIONALISM. The Clinical Site Supervisor will conduct themselves in an ethical and professional manner in all training activities. Utah law and the AAMFT Codes of Ethics and Standards of Practice shall govern Clinical Site Supervisor behavior and decision making at all times. The Clinical Site Supervisor practices and permits only those empirically based interventions that follow the current practice guidelines of AAMFT.
- 3.3 SITE ORIENTATION. The Clinical Site Supervisor will provide Trainee with an appropriate orientation to the policies and procedures of the Clinical Training site. These will include the Trainee Requirements set forth in Exhibit B, subject modification by mutual written agreement of the Parties. The Clinical Site Supervisor will help Trainee manage appropriate billing processes. The Clinical Site Supervisor will communicate clear expectations to Trainee.
- 3.4 CLIENT NOTIFICATION. The Clinical Site Supervisor will notify each client in writing prior to performing any professional services that the trainee is unlicensed and under your clinical supervision.
- 3.5 TRAINEE OVERSIGHT. The Clinical Site Supervisor will take reasonable steps to

ensure that the trainee properly assesses and treats each client via clinical interviewing and appropriate psychological treatment interventions. The Clinical Site Supervisor will monitor the quality of counseling performed by the trainee by means of direct observation, video recording, and review of case notes and report writing. The Clinical Site Supervisor will regularly review and sign off on treatment plans and case notes.

- 3.6 WEEKLY SUPERVISION. The Clinical Site Supervisor will set up regular, pre-set, uninterrupted times for supervision. Shall provide required face to face supervision during student supervised clinical practice. Supervision shall meet DOPL requirements in Utah Admin. Code R156-60b-302a. The Clinical Site Supervisor will review Trainee's direct client data.
- 3.7 CLINICAL EMERGENCIES. The Clinical Site Supervisor will be available for consultation with Trainee in the case of a clinical emergency. When unavailable, the Clinical Site Supervisor will arrange for Trainee supervision with a peer should a clinical emergency require consultation.
- 3.8 THERAPY HOURS. The Clinical Site Supervisor will provide adequate clinical opportunities for Trainee to meet MFT program clinical experience requirements. However, the Clinical Site Supervisor will not allow Trainee to provide more than 15 hours of direct client contact per week unless a written exception is provided by the Director of Clinical Training to provide up to 20 hours per week.
- 3.9 DOCUMENTATION. The Clinical Site Supervisor will sign accurate hour logs of student hours during weekly supervision.
- 3.10 EVALUATION & FEEDBACK. The Clinical Site Supervisor will give clear and frequent feedback to Trainee regarding their progress in training. The Clinical Site Supervisor will evaluate Trainee at the end of each semester and return end-of-course and final evaluations of student competence. The Clinical Site Supervisor will also obtain feedback from clients about Trainee's demonstration of specific competencies.
- 3.11 COORDINATION WITH MFT PROGRAM. The Clinical Site Supervisor will meet with the MFT Program Director for a Clinical Site visit/interview, and with MFT practicum faculty when requested. The Clinical Site Supervisor will communicate in a timely and respectful manner with the MFT program faculty and administration. The Clinical Site Supervisor will review the Roles and Responsibilities in Training document and shall fulfill all roles expected of a Clinical Site Supervisor outlined in the UVU MFT practicum handbook.
- 3.12 DIFFICULTIES WITH TRAINEE. The Clinical Site Supervisor will inform the Director of Clinical Education as early as possible of any difficulties with Trainee at the Clinical Training Site. The Clinical Site Supervisor will adhere (as a representative of the affiliated agency) to the Utah Valley University Clinical Training policies, including remediation policies and procedures for trainees and/or site issues which cannot be resolved on an informal basis.
- 3.13 CHANGE IN SUPERVISION AGREEMENT. The Clinical Site Supervisor will inform the Director of Clinical Education of any changes in the training experience (e.g., supervisor change; change in treatment populations, termination of relationship with Trainee). The Clinical Site Supervisor will provide at least one week's written notice to

both the Utah Valley University Director of

- 3.14 Clinical Education and Trainee of the supervisor's intent not to certify any additional hours of experience. Without such notice, the supervisor shall sign for hours of experience obtained in good faith and for which required supervision was provided.
- 3.15 NEGLECT OF CLINICAL SITE SUPERVISOR RESPONSIBILITIES. If the Clinical Site Supervisor fails to sign student hours monthly, to return student evaluations or to communicate professionally with the program, the Clinical Site Supervisor will not be approved to continue their supervision.

5.0 General Terms and Conditions

- 5.1 GOVERNING LAW. The laws of the State of Utah will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of the State of Utah.
- 5.2 ASSIGNMENT. Neither Party shall assign or subcontract any portion of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld for any reason or no reason.
- 5.3 WAIVER. The failure by any Party to insist upon the strict performance of any term or condition of this Agreement, or to exercise any rights or remedy consequent upon a breach thereof, shall notconstitute a waiver of any such breach or of such, or any other, term or condition. No waiver shallaffect or alter the remainder of this Agreement, but each and every other term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.
- 5.4 RELATIONSHIP OF THE PARTIES. In assuming and performing its obligations under this Agreement, each Party is an independent party and shall not be considered, nor represent itself as, a joint venturer, partner, or agent of the other Party. This Agreement shall not create any rights in or inure to the benefit of any third-parties other than the student interns. Nothing in this Agreement shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties.
- ASSUMPTION OF RESPONSIBILITY/GOVERNMENTAL ENTITY. Each Party assumes 5.5 responsibility for itsown acts and omissions, and those of its employees, officers and agents while engaged in the performance of its obligations under this Agreement. Neither Party shall have any liability whatsoever for any negligent act or omission of the other Party, any third party, or their employees, officers or agents, and nothing in this Agreement shall be so interpreted or construed. Each Party will defend any lawsuit brought against it and pay any damages awarded against it. UVU is a governmental entity under the Governmental Immunity Act of Utah (Utah Code Ann. §63G-7-101, et seq. (1953 as amended) (the "Act")). Nothing in this Agreement shall be construed as a waiver by UVU, or by Clinical Training Site if it is also a governmental entity as defined by the Act, of any rights, limits, protections or defenses applicable under the Act, including, without limitation, the provisions of § 63G-7-604 regarding limitations of judgments. This Agreement shall not be construed, with respect to third parties, as waiver of any governmental immunity to which UVU is entitled or to which Clinical Training Site, if a governmental entity, is entitled.

- 5.6 LIMITATION ON LIABILITY. In no event will University be liable for any special, incidental, indirect, consequential, or other similar damages arising from or relating to the agreement even ifuniversity has been advised of the possibility of such damages. In no event will University's aggregate liability under the Agreement for any damages, regardless of the legal or equitable theory, exceed \$25,000 USD.
- 5.7 ENTIRE AGREEMENT. This Agreement, which includes its Exhibit, constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior or contemporaneous written or oral agreements and understandings pertaining thereto. This Agreement may be modified only by a writing signed by both Parties. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provisions hereof.

In witness whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

	"UVU"	"CLINICAL TRAINING SITE"
Name of Party	Utah Valley University	
Address of Party	800 West University Parkway Orem, Utah 84058-5902	
Form of Party and, if	a body corporate and politic of	
Party is an	the State of Utah	
Organization,		
Jurisdiction of		
Formation		
Name of Party		
Signatory		
Signature		
Date		

EXHIBIT A CONTACT INFORMATION



CONTACT INFORMATION

Clinical Training Site & Clinical Site Supervisor

Trainee Name:		Student ID#:			
Agency Name:		Address:			
Agency Contact Person:_		Phone #:			
Agency Contact Person I	Email Address:				
Clinical Site Supervisor 1	Name (Print)				
Email Address:			Phone #:		
License Type:	License #:		Date of Expiration:		
			ee, Clinical Site Supervisor, Practicum thin which all parties have responsibilities to		

The clinical training experience unites MFT Student/Trainee, Clinical Site Supervisor, Practicum Instructor, and MFT Program in a working relationship within which all parties have responsibilities to each other. Prior to signing the MFT Clinical Training Agreement, this entire document should be discussed by the Trainee and Clinical Site Supervisor.

MFT Clinical Experience/Practicum Requirements:

 500 total hours of supervised clinical experience. Minimum 400 hours of direct clinical practice (including 200 hours with couples or families present in the therapy room) and 100 hours of face-to-face supervision (including 50 hours with direct client data) required.

COAMFTE v.12 foundational practice component (KE IV-C)

Programs have agreements with practice sites that outline the institutions', the practice sites' and the students' responsibilities, and published procedures in place for managing any difficulties with sites, supervisors, or students.

EXHIBIT B TRAINEE REQUIREMENTS

- 1.0 PROFESSIONALISM. Trainee will conduct themselves in an ethical and professional manner in all training activities. Utah law and the AAMFT Codes of Ethics and Standards of Practice shall govern their behavior at all times at the Clinical Training Site as well as at UVU. The student must practice only those empirically based interventions that follow the current practice guidelines of AAMFT.
- 2.0 APPROVAL. Trainee will only provide therapy at an approved Clinical Training Site. Trainee will only provide therapy when enrolled in practicum and with approval from the Director of Clinical Education.
- 3.0 MALPRACTICE INSURANCE. Trainee will obtain and maintain active malpractice insurance. Trainee will provide a copy of malpractice insurance contract to Director of Clinical Education.
- 4.0 APPOINTMENTS. Trainee will appear at all events (e.g., therapy sessions, meetings, trainings, classes) for which they have been scheduled. They will clear all vacation time with their Clinical Training Site and Clinical Site Supervisor.
- 5.0 RESPECTFUL RELATIONSHIPS. Trainee will develop respectful working relationships with staff and clients at Clinical Training Site. Trainee will avoid any behavior inconsistent with the identity of a Marriage and Family Therapist.
- 6.0 FEEDBACK. Trainee will cultivate an attitude of openness to self-examination, supervision, and new learning. In a manner consistent with the policies of the Clinical Training Site, Trainee will seek feedback formally and informally from clients and Clinical Site Supervisor.
- 7.0 CLINICAL INTERVENTION. Trainee will deliver empirically based interventions consistent with a systemic approach to therapy.
- 8.0 SUPERVISION. Trainee will make effective use of supervision by preparing for weekly supervision sessions with the Clinical Site Supervisor.
- 9.0 PROTECTED CLIENT DATA. Trainee will record, transport, and delete all client data/Patient Health Information in a HIPAA-compliant manner, as directed by the MFT program and Clinical Training Site.
- 10.0 CLINICAL EMERGENCIES. Trainee will immediately inform their Clinical Site Supervisor and practicum instructor of any clinical emergencies encountered.
- 11.0 PROBLEMS WITH SITE OR SUPERVISOR. Trainee will communicate with the Director of Clinical Education about difficulties with the Clinical Training Site or Clinical Site Supervisor.
- 12.0 LEAVING A SITE. Trainee will notify the Director of Clinical Education of any change of status with their Clinical Training Site. Trainee will not leave their Clinical Training Site without notifying the site and the Director of Clinical Education via the Petition to Leave Clinical Training Site document.
- 13.0 ADDITIONAL SITES. Trainee will seek approval from the Director of Clinical Education and notify their current Clinical Site Supervisor(s) when intending to work with clients at an additional Clinical Training Site by submitting the Petition for Additional Clinical Training Site.
- 14.0 EVALUATION. At the end of each practicum class, Trainee will provide the End of Course MFT Trainee Competency Evaluation to their Clinical Site Supervisor. At the end of the program, Trainee will provide the End of Program MFT Trainee Competency Evaluation to their Clinical Site Supervisor.