



### Master of Social Work Program

This Agreement ("Agreement"), is made and entered into on the 27<sup>th</sup> day of August, 2020, pursuant to Education Code 89036, by and between the Trustees of the California State University, an agency of the State of California, on behalf of the California State University, Dominguez Hills ("UNIVERSITY"), and San Bernardino County Children and Family Services ("FACILITY"). The parties may be referred to collectively as the "Parties" and singularly as a "Party".

#### WITNESSETH

**WHEREAS**, the UNIVERSITY'S Master of Social Work Program requires its students to have clinical and educational experience (learning experience) in clinical facilities, schools and public agencies; and

**WHEREAS**, the FACILITY and UNIVERSITY are committed to the advancement of the profession of social work in the fulfillment of its professionally and socially defined tasks on behalf of those whom it serves; and

**WHEREAS**, the FACILITY has an interest in providing practice and research opportunities for graduate students, and;

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

#### I. FACILITY SHALL:

- a. Provide clinical facilities for learning experiences for Master of Social Work students designated by the UNIVERSITY. The experience for each student shall cover such period of time as will be specified by the UNIVERSITY.
- b. The FACILITY shall recommend members of its staff, qualified and approved within the UNIVERSITY'S criteria, to act as Fieldwork Instructors ("Instructors") for students placed for training. These instructors shall be afforded sufficient release time to instruct and supervise the student's work at the FACILITY in accordance with the educational objectives, learning experiences and performance expectations established by the UNIVERSITY and agreed to by the FACILITY.
- c. The FACILITY shall provide facilities, staff, materials, and other resources necessary to meet the FACILITY'S educational commitment.
- d. The FACILITY shall accept students enrolled in the UNIVERSITY for a Practicum in graduate social work education at times, in numbers and at such locations of the FACILITY as shall be agreed upon by both parties.
- e. The FACILITY shall not use students to replace its regular staff and shall not require the students to render services except as they are identified for their learning value as part of an agreed upon educational purposes.
- f. The FACILITY shall not compensate students for their services unless otherwise and, previously agreed to by the UNIVERSITY.
- g. The FACILITY may request that the UNIVERSITY remove any student whose performance the FACILITY deems unfit to meet the demands of its service program or whose conduct otherwise interferes with its staff relationships or primary mission.
- h. 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 FACILITY becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify UNIVERSITY of that fact.

**II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:**

- a. The UNIVERSITY shall be responsible for the selection, placement, and/or removal, and final grading of students placed with the FACILITY. These decisions shall be made in consultation with the FACILITY in accordance with the respective responsibilities of each party of this agreement.
- b. The UNIVERSITY shall assign a representative of its faculty to act as Faculty Field Liaison whose responsibilities shall be to act as liaison between UNIVERSITY and FACILITY in the development and execution of the Fieldwork Instruction program and the valuation of student performance, and to engage in such other activities as are of mutual concern in the provision of student training.
- c. The UNIVERSITY shall, at the time of agreement, provide the FACILITY with a statement of its educational goals, of appropriate learning experiences, and of its expectations for student performance in the practicum.
- d. Upon request, provide insurance for general liability coverage.
- e. The UNIVERSITY will require each UNIVERSITY student to comply with FACILITY'S pre-service screening requirements, (e.g. Department of Justice clearance, Federal Bureau of Investigation clearance, Child Abuse Central Index, TB testing, etc., if any).

**III. TERM AND TERMINATION**

This Agreement will become effective as of the date last written below and continue for a period of five (5) years unless terminated by either party after giving the other party thirty (30) days written notice of the intent to terminate. If the FACILITY terminates this Agreement, it will permit any student training at the FACILITY at the time of termination to complete his/her work. At the termination date the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.

**IV. INDEMNIFICATION**

The UNIVERSITY agrees to indemnify, defend (with counsel reasonably approved by FACILITY) and hold harmless the FACILITY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from the negligence of the UNIVERSITY, including the acts, errors or omissions of the UNIVERSITY and for any costs or expenses incurred by the FACILITY on account of any claim resulting from the acts or negligence of the UNIVERSITY and its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

The FACILITY agrees to indemnify, defend (with Counsel reasonably approved by UNIVERSITY) and hold harmless the UNIVERSITY and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from the negligence of the FACILITY, including the acts, errors or omissions of the FACILITY and for any costs or expenses incurred by the UNIVERSITY on account of any claim resulting from the acts or negligence of the FACILITY and its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

In the event that the FACILITY and/or UNIVERSITY are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this contract, the FACILITY and/or the UNIVERSITY shall indemnify the other to the extent of its comparative fault.

**V. INSURANCE**

- a. Each party agrees to maintain general liability coverage (or a program of self-insurance), comprehensive or commercial form, with minimum limits of at least \$1,000,000 per occurrence, \$3,000,000 general aggregate, and workers compensation as required by law. Such coverage must be obtained from a carrier rated at least A: VII or better by AM Best.
- b. University on behalf of Students shall maintain general and professional liability, as well as educator's errors and 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.

- c. While in the performance of this agreement, students serve as volunteers at the Facility without compensation and are not to be considered officers, agents or employees of the Facility for Worker's Compensation purposes.

## **VI. CONFIDENTIALITY**

- a. All Parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other Party. Notwithstanding the foregoing, a disclosure by one Party of the other Party's confidential information as required by law in response to a court order or to comply with applicable state and/or federal laws and regulations shall not be considered to be a breach of this Agreement by the disclosing Party. FACILITY understands and agrees that University, as a state entity, is legally mandated to provide records in response to a request for records under the California Public Records Act (Cal. Gov't Code section 6250 et seq.) to any and all parties that request such records, unless such information falls under an exemption under California law.
- b. Students and Instructors may receive or acquire from FACILITY protected health information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "HIPAA"). All PHI acquired as a result of Students' training at FACILITY is confidential, and University, Students, and Instructors are prohibited from using and/or disclosing that information to any person or persons not involved in the care or treatment of the FACILITY patients, in the instruction of Students, or in the performance of administrative responsibilities at FACILITY. Students and Instructors shall protect the confidentiality of PHI as required by law at all times both during and after the learning experience at FACILITY. All PHI obtained, generated or encountered relating to the learning experience shall at all times be and remain the property of FACILITY.
- c. To the extent FACILITY generates or maintains educational records related to Student, FACILITY agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to University, and shall limit access to only those FACILITY employees or agents with a legitimate educational or business need to know. For the purposes of this Agreement, pursuant to FERPA, University hereby designates FACILITY as a University official with a legitimate educational interest in the educational records of the participating student(s) to the extent that confidential access to a Student's education records is required by FACILITY to carry out the field experience.
- d. FACILITY shall provide, as applicable, appropriate training to each Student and Instructor regarding the Student's/Instructor's duty to maintain the confidentiality of PHI and FACILITY proprietary information at all times, and to comply with all applicable Laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA and applicable State and federal law. FACILITY shall designate the Students and Instructors as members of the FACILITY "workforce," as that term is defined under HIPAA. No PHI may be shared with the University; accordingly, the University shall not be deemed under any circumstances to be a "Business Associate" and/or "Covered Entity" of FACILITY, as those terms are defined under HIPAA.

## **VII. FINGERPRINTING**

Pursuant to California Education Code 45125.1, if FACILITY determines that the services provided by University students involve more than limited contact with FACILITY students, University students shall be fingerprinted (at student's sole expense) as required by the FACILITY before services commence.

## **VIII. GENERAL PROVISIONS**

### **a. Dispute**

Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of FACILITY and University shall be brought to the attention of the Chief Executive Officer (or designated representative) of the FACILITY and the Chief Business Officer (or designee) of University for joint resolution. At the request of either party, University shall provide a forum for discussion of the disputed incidents, at which time the Vice Chancellor, Business and Finance (or designated

representative) of University shall be available to assist in the resolution by providing advice to both parties regarding University contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

**b. Non-Discrimination**

The FACILITY and the UNIVERSITY agree that neither will discriminate against a beneficiary of services provided by the UNIVERSITY in the performance of this Agreement or against any individual on the basis of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

**c. Independent Contractors**

FACILITY is, for all purposes, an independent contractor and shall not be deemed an employee of the University. FACILITY and its employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of University or the State of California. While FACILITY may be required by this Agreement to carry Worker's Compensation Insurance, in no event shall FACILITY and its employees be entitled to unemployment or workers' compensation benefits from University.

**d. Status of Students**

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees, officers, agents or volunteers of either FACILITY or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of FACILITY's "workforce" for purposes of HIPAA compliance.

The student shall be held accountable to both the UNIVERSITY and the FACILITY to comply with the FACILITY'S rules and regulations and for adherence to other established standards of professional conduct. This includes all confidentiality requirements applicable to the FACILITY.

**e. Assignment**

Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

**f. Entire Agreement**

This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

**g. Captions**

Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

**h. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

**i. Governing Law**

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

**j. Notices**

All notices or other communication provided for in this Agreement shall be given to the Parties addressed as follows:

## TO UNIVERSITY:

California State University, Dominguez Hills  
 1000 E. Victoria Street  
 Carson, CA 90747  
 Attn: Procurement and Contracts

## TO FACILITY:

County of San Bernardino  
 150 South Lena Road  
 San Bernardino, CA 92415  
 Attn: Children and Family Services

**k. 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 the Agreement shall be construed as endorsement of any commercial product or service by University its officers or employees.

**l. 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.

**m. Amendment**

This Agreement can be modified by mutual agreement at any time via written amendment signed by authorized representatives of each party.

**n. Severability**

In the event any portion of this Agreement is declared invalid or void by a court of competent jurisdiction, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the Agreement or the obligations of the Parties, in which case this Agreement may be immediately terminated.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties as of the date last written below.

**UNIVERSITY**

BY: Maria Hernandez

Name: Maria Hernandez

Title: Manager, Procurement & Contracts

Dated: 08/27/2020

Signature: 

Maria Hernandez (Aug 27, 2020 06:22 PDT)

Email: MEHERNANDEZ@CSUDH.EDU

**FACILITY**

BY: \_\_\_\_\_

Name: Curt Hagman

Title: Chairman, Board of Supervisors

Dated \_\_\_\_\_

Signature: \_\_\_\_\_

Email: \_\_\_\_\_