

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

20-883

SAP Number

N/A

## Children and Family Services

<b>Department Contract Representative</b>	<u>Karol Hamman</u>
<b>Telephone Number</b>	<u>(909) 388-0215</u>
 <b>Contractor</b>	 <u>California State University, Long Beach (CSULB)</u>
<b>Contractor Representative</b>	<u>Felissa Waynick</u>
<b>Telephone Number</b>	<u>(562) 985-2396</u>
<b>Contract Term</b>	<u>Date of Execution by CSULB through August 31, 2025</u>
<b>Original Contract Amount</b>	<u>Non-financial</u>
<b>Amendment Amount</b>	<u></u>
<b>Total Contract Amount</b>	<u>Non-financial</u>
<b>Cost Center</b>	<u>Non-financial</u>

**Briefly describe the general nature of the contract:** Non-financial Student Field Placement Agreement with California State University, Long Beach (CSULB) for student interns to receive supervised social work field experience for the period beginning the date of execution by CSULB through August 31, 2025.

### FOR COUNTY USE ONLY

Approved as to Legal Form

Michael Markel  
 Michael Markel, Principal Assistant County Counsel

Date August 20, 2020

Reviewed/Approved by Contract Compliance

Jennifer Mulhall-Daudel  
 Jennifer Mulhall-Daudel, Contracts Manager

Date August 20, 2020

Reviewed/Approved by Department

Marlene Hagen  
 Marlene Hagen, Director

Date August 31, 2020

## 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 County of San Bernardino Children and Family Services ("Facility").  
(please enter the complete legal name of the entity)

University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. This Agreement pertains to University students ("Student or Students") enrolled in an internship course and placed at Facility by University. 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) attached hereto:  
Exhibit A – Social Work Program Protocol, consisting of 2 page(s).
- II. **GENERAL PROVISIONS**
  - A. **Term of Agreement** - The term of this Agreement shall begin when fully executed and shall continue until August 31, 2025. 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. To the extent allowed by law, Students participating in the program at the Facility are not officers, employees, agents or volunteers of the Facility, and as such, the Facility's workers' compensation benefits will not be extended to the Student.
  - C. **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 the 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.
  - D. **Insurance** – Each Party shall, at its own cost and expense, maintain general liability insurance, comprehensive or commercial form, with a minimum limit of \$1,000,000 for each occurrence and \$3,000,000 general aggregate. If

Facility offers medical or professional services, Facility shall also carry professional liability (or errors and omissions) coverage with the same minimum limits. University shall arrange for students to be covered by an insurance policy providing general and professional liability with limits of \$2,000,000 each occurrence and \$4,000,000 general aggregate.

- E. Confidentiality of Student Information** – University 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. Health Testing** – If Facility requires a health history or testing (tuberculosis testing, current immunizations, flu shot, etc) for students prior to placement, students shall provide proof of satisfactory health history directly to Facility.
- G. Background Check/Finger-Printing** - If Facility requires University's students to undergo a background check or fingerprinting prior to placement, University students shall coordinate the results directly with Facility.
- H. Orientation** – Facility shall provide an orientation to students, including familiarity with the building/property and policies regarding safety and proper business operations.
- I. Services Responsibility**- Facility retains professional and administrative responsibility for all services rendered at Facility.
- J. Confidentiality of Medical Records (HIPAA)** – *[For clinical/medical placements]* All of Facility's medical records and charts created in connection with Clinical Training shall be and shall remain the property of Facility. For 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 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.
- K. Locations** – If Facility operates more than one location capable of accepting student interns, all locations under its management or control will be covered by the terms of this Agreement.
- L. 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 Facility.
- M. Nondiscrimination** – Neither Party shall discriminate unlawfully against any student in placement or continuation in a fieldwork program, nor shall they discriminate unlawfully against any employee or applicant for employment.
- N. Endorsement** - Nothing contained in this Agreement shall confer on any party the right to use the other party's name as an endorsement of a product or service, or to advertise, promote or market any product or service.
- 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. Assignments** - This Agreement is not assignable in whole or in part by either Party.

- Q. 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 courts of the County of Los Angeles, State of California.
- R. 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.
- S. Electronic Signatures** - This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.
- T. 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  
Attn: Procurement & Contractual Services  
1250 Bellflower Blvd., BH-346  
Long Beach, CA 90840-0123

**Facility:**

County of San Bernardino Children and Family Services  
150 South Lena Road  
San Bernardino, CA 92415-051

*Felissa Waynick*

09/23/2020

*University Signature*

*Date*

Felissa Waynick, Risk Manager

*Name and Title*

562-985-4296 fm-contractservices@csulb.edu

*Phone and Email*

*Curt Hagman* SEP 15 2020

*Facility Authorized Signature*

*Date*

Curt Hagman, Chairman, Board of Supervisors

*Name and Title*

*Phone and Email*

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD  
LYNNA MONELL  
Clerk of the Board of Supervisors  
of the County of San Bernardino  
By \_\_\_\_\_



## Exhibit A

### SOCIAL WORK PROGRAM PROTOCOL

#### Student Field Placement Agreement

The California State University Long Beach (University) Graduate/Undergraduate Social Work Major is approved by the California State University (CSU) Trustees and accredited by the Council on Social Work Education.

University and Facility recognize the mutual benefit of having students enrolled in University's Social Work program use the Facility for their fieldwork experience.

At all times during operation of this Agreement the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement, and are not employees or agents of the University.

#### I. FACILITY SHALL:

- A. Permit each student designated by the University to receive clinical social work fieldwork experience at the Facility and shall permit such students and University social work instructors reasonable access to appropriate social work facilities for such clinical social work fieldwork experience.
- B. Furnish appropriate facilities, on a rotational basis, in such a manner that there will be no conflict in the use thereof between the University's students and students from other educational institutions.
- C. Maintain the facilities and provide opportunities in such a manner that the minimum essentials (adequate supervision, safe environment and access to facility and supplies) for an approved fieldwork experience to be met.
- D. Assure that staff is adequate in number and quality to ensure safe and continuous client services to individuals.
- E. Permit the Facility's social work director and other designated personnel to attend University social work faculty meetings, or any committee thereof, to coordinate the fieldwork experience program provided for under this Agreement.
- F. Have the right to refuse participation to any University student who is not participating satisfactorily in the program. In the event Facility determines a student is not satisfactorily participating in the program, Facility shall consult with University regarding the reasons for denying participation of such student.
- G. Notify University social work instructors of any change in the Facility's social work director/management appointments.

**II. UNIVERSITY SHALL:**

- A. Designate enrolled University social work students for social work experience at the Facility, in such numbers as are mutually agreed to by both parties.**
- B. Work with Facility to establish a rotation plan for the various types of social work experience.**
- C. Keep all attendance and academic records of students participating in said program.**
- D. Be responsible for student professional activities and conduct while in the Facility.**
- E. Require every student to conform to all applicable Facility policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of University and Facility.**
- F. Require University's social work instructors to notify Facility's director in advance of:**
  - 1. Student social work schedules.**
  - 2. Placement of students in fieldwork assignments.**
  - 3. Changes in fieldwork assignments.**
- G. In consultation and coordination with the Facility's social work director and social work staff, plan for the fieldwork experience to be provided to students under this Agreement.**
- H. In consultation and coordination with the Facility's social work director arrange for periodic conferences between appropriate representatives of University and Facility to evaluate the fieldwork experience program provided under this Agreement.**