



ORIGINAL

UNIVERSITY-AGENCY AGREEMENT FOR PLACEMENT OF STUDENTS

This agreement entered into this 9 day of August, 2012, between CALIFORNIA STATE UNIVERSITY MONTEREY BAY referred to as "CSUMB," and COUNTY OF MONTEREY, referred to as AGENCY/ORGANIZATION.

I. STATEMENT OF PURPOSE

A. California State University Monterey Bay

California State University Monterey Bay is committed to service in the community and applied learning experiences for students. This is accomplished both through field education and service learning requirements on this campus. Field education and service learning involve the completion of internship assignments in the local community that tie meaningful learning experiences directly to course content. Through reflective activities, service, and field seminars, students enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development and commitment to the community.

B. Name of Agency/Organization (COUNTY OF MONTEREY) and its mission: The mission of Monterey County is to excel at providing quality services for the benefit of all Monterey County residents while developing, maintaining and enhancing the resources of the region.

C. AGENCY/ORGANIZATION and CSUMB recognize the opportunity for meaningful learning experiences for CSUMB, AGENCY/ORGANIZATION and STUDENTS. CSUMB supports the goals and objectives of the AGENCY/ORGANIZATION program in which students will participate.

II. PRIORITIES

A. Program Activities

Activities will be accomplished in accordance with the student's Learning Agreement, reviewed and agreed upon by the STUDENT, CSUMB and AGENCY/ORGANIZATION prior to the start of the experience.

The STUDENT will:

1. Participate in all relevant trainings by the AGENCY/ORGANIZATION as stated in Section III-A-2, Training and Orientation of this document.
2. Model professional, ethical and appropriate behavior when working with clients, and when on AGENCY/ORGANIZATION site.
3. Support AGENCY/ORGANIZATION that is a part of the student's learning experience as required by a faculty member.
4. Meet the goals of the AGENCY/ORGANIZATION and the related course in which the STUDENT is enrolled.
5. Fulfill the specific scope of work duties, identified in the student's Learning Agreement.

B. Safe and Productive Environment

The AGENCY/ORGANIZATION is committed to providing a safe and productive environment for STUDENTS in the field program.

1. **The AGENCY/ORGANIZATION will:**

- a. Give STUDENT a complete tour of the site, and ensure that STUDENT is aware of all safety policies and emergency procedures and is able to act responsibly in case of an emergency.
- b. California law may require the AGENCY/ORGANIZATION to obtain fingerprints of STUDENT and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is the

- AGENCY/ORGANIZATION's responsibility to: 1) Determine whether such fingerprinting is required; 2) obtain the STUDENT'S fingerprints; and 3) obtain criminal background clearance from the appropriate agency.
- c. California law may require the AGENCY/ORGANIZATION to require STUDENT to submit results of a Tuberculosis (TB) Test. It is the AGENCY/ORGANIZATION's responsibility to: 1) Determine whether such TB testing is required; (2) to notify CSUMB in writing of this requirement in advance of the student's placement at the worksite and; (3) obtain results from STUDENT.
 - d. The AGENCY/ORGANIZATION representative will notify the appropriate CSUMB program coordinator in writing, within 24 hrs of any health & safety hazards and/or incidents of violence that occur at the AGENCY/ORGANIZATION worksite during the contract period.
2. **CSUMB will ensure that STUDENT agrees to the following:**
- a. Abide by AGENCY/ORGANIZATION rules and regulations while on site and working with AGENCY/ORGANIZATION clients and staff.
 - b. Ensure that his or her actions with clients are safe, positive, productive and ethical.
 - c. Support the program and its objectives by providing support for clients and/or AGENCY/ORGANIZATION staff as necessary and agreed upon in Section II-A, Program Activities, of this document.

III. STRUCTURE AND SUPPORT OF STUDENT LEARNING AT THE AGENCY/ORGANIZATION

A. AGENCY/ORGANIZATION

1. **Site Supervision** - The AGENCY/ORGANIZATION will provide a supervisor, who has been identified in the student's Learning Agreement to be responsible for the safety and supervision of STUDENT while on site. The Supervisor will meet with the STUDENT at least once a week to facilitate the learning experience and professional development for the STUDENT, to provide support and to review progress on assignments and activities. All AGENCY/ORGANIZATION program staff will support the STUDENT as they interact with him/her and provide guidance and advice as necessary and appropriate. A secondary supervisor will be responsible for the STUDENT in the absence of primary supervision.
 - a. The AGENCY/ORGANIZATION supervisor will communicate at least twice per semester with the CSUMB staff or faculty member who has assigned the community-based learning experience.
 - b. The AGENCY/ORGANIZATION and/or his or her designee, shall meet with the appropriate CSUMB program coordinator, in order to facilitate the most mutually beneficial experience for all parties involved, or at the request of any of the parties involved.
2. **Training and Orientation** – The AGENCY/ORGANIZATION supervisor will provide specific training needed by the STUDENT prior to his/her working with clients or providing service. Training shall include an orientation and acknowledged receipt of Monterey County policies applicable to each internship. (Exhibit A)
3. **Work Space** - STUDENT will have an appropriate space at the AGENCY/ORGANIZATION site in which to conduct his/her assigned work. AGENCY/ORGANIZATION will provide access and training for any and all equipment necessary for STUDENT to fulfill his/her service role.
4. **Evaluation/Field Assessment**
 - a. The AGENCY/ORGANIZATION supervisor, in collaboration with the STUDENT will complete and return the required student evaluation regarding quality of service that the STUDENT provided to the AGENCY/ORGANIZATION at the end of each semester, or as agreed upon in the student's Learning Agreement.
 - b. The AGENCY/ORGANIZATION supervisor will complete and return any required evaluations of the quality of service provided by CSUMB staff, faculty and students as agreed upon in the UNIVERSITY-AGENCY AGREEMENT FOR PLACEMENT OF STUDENTS and the student's Learning Agreement.

B. **CSUMB will assign STUDENT to the AGENCY/ORGANIZATION** in courses through CSUMB academic departments, institutes and programs.

1. **Training and Reflection** – Staff of the appropriate CSUMB academic department, institute or program and/or CSUMB faculty will provide training for STUDENT regarding responsibilities in Section II and will provide

opportunities for STUDENT to reflect upon his/her experience working at the AGENCY/ORGANIZATION worksite.

- 2. **Supervision and Accountability** - The appropriate CSUMB program coordinator will work closely with the STUDENT, AGENCY/ORGANIZATION and CSUMB faculty to meet the expectations and priorities of the AGENCY/ORGANIZATION site.

IV. LENGTH OF AGREEMENT TERM

A. **Initial Term** – This agreement shall commence on **AUGUST 1, 2012** and continue through **JULY 31, 2017**. The agreement may be extended after the initial term if the parties agree that such extension is in their mutual best interest.

Either party may terminate this Agreement by giving 30 days advance written notice to the other party of the intention to terminate.


B. **Renewal Process** – This agreement may be renewed and is based on STUDENT feedback, AGENCY/ORGANIZATION evaluations and CSUMB faculty desire to continue this relationship for the purpose of community-based learning under the conditions that:

- 1. The CSUMB and AGENCY/ORGANIZATION continue to be committed to actively supporting the goals of the other.
- 2. The STUDENT work is meaningful and helps to provide essential support to the AGENCY/ORGANIZATION.
- 3. The relationship is consistent with the goals of the AGENCY/ORGANIZATION, CSUMB, STUDENT and faculty.

The attached General Provisions are incorporated by reference and made a part of this agreement. This document reflects my understanding of the relationship.

MONTEREY COUNTY

CALIFORNIA STATE UNIVERSITY MONTEREY BAY



 FOR:
 Mike Derr
 Contracts/Purchasing Officer

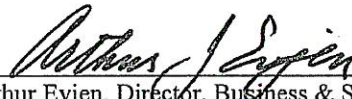


 PROVOST


Date 8-9-12

Date 7/25/12

RISK MANAGEMENT
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

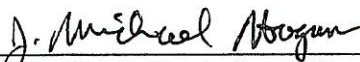


 Arthur Evjen, Director, Business & Support Services


By: 
 Date: 8-7-12

7/25/12
 Date

Approved as to Form



 Monterey County Deputy County Counsel


 Date 8-7-2012

ENTERED

AUG 09 2012

CCC

GENERAL PROVISIONS

Indemnification

AGENCY/ORGANIZATION shall indemnify, defend and hold harmless CSUMB, its officers, agents and employees from and against any and all claims, liabilities and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities and losses occurring or resulting to any person, firm or corporation for damage, injury or death arising out of or connected with AGENCY/ORGANIZATION'S performance of this Agreement, unless such claims, liabilities or losses arise out of the sole negligence or willful misconduct of CSUMB. "AGENCY/ORGANIZATION'S performance" includes AGENCY/ORGANIZATION'S action or inaction, and the action or inaction of AGENCY/ORGANIZATION'S officers, employees, agents and subcontractors.

CSUMB shall indemnify, defend and hold harmless AGENCY/ORGANIZATION, its officers, agents and employees from and against any and all claims, liabilities and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities and losses occurring or resulting to any person, firm or corporation for damage, injury or death arising out of or connected with CSUMB's performance of this Agreement, unless such claims, liabilities or losses arise out of the sole negligence or willful misconduct of AGENCY/ORGANIZATION. "CSUMB's performance" includes CSUMB's action or inaction, and the action or inaction of CSUMB's officers, employees, agents and subcontractors.

Insurance

Without limiting the indemnification of either party to this Agreement, each party shall maintain or cause to be maintained the following insurance coverages:

1) Evidence of Coverage:

Prior to commencement of this Agreement, each party shall provide a "Certificate of Insurance" to the other party certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, both parties shall, upon request, provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the parties' respective contacts under this agreement, unless otherwise directed. Neither party shall receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and both parties have approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of either party.

2) Qualifying Insurers:

All insurance coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by both parties.

3) Insurance Coverage Requirements: Without limiting either party's duty to indemnify, both parties shall maintain in effect throughout the term of this Agreement a policy or policies of insurance or qualified self-insurance with the following minimum limits of liability:

Commercial General Liability Insurance, or qualified self insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Business Automobile Liability Insurance, or qualified self insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Workers' Compensation Insurance, if the University employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

County of Monterey does not provide Workers' Compensation Insurance to volunteers on unpaid internships who do not receive remuneration for their services.

Unpaid interns are eligible for coverage under the current County of Monterey Volunteer Accident/Medical Expense Program.

Paid interns are temporary employees and are eligible for coverage under the County's self-insured Workers' Compensation Program.

4) Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to both parties and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California, or by a qualified self-insurance plan. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date services are completed under this Agreement.

Each liability policy shall provide that each party be given notice in writing at least thirty (30) days in advance of any endorsed material reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for the individual party, and additional insureds, with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide endorsements naming the other party, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the activities performed under this Agreement, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the other party and that the insurance of each party shall not be called upon to contribute to a loss covered by the other party's insurance.

Prior to the execution of this Agreement both parties shall file certificates of insurance with their respective Contract Administrators and County's Contracts/Purchasing Division, showing that each party has in effect the insurance required by this Agreement. Each party shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Both parties shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by the other party, annual certificates to their respective Contract Administrators and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, either party shall notify the other and that party shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by either party to maintain such insurance is a default of this Agreement, which entitles the other party, at its sole discretion, to terminate this Agreement immediately.

The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The State of California has elected to be self-insured for its vehicle liability and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

Status of Student

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of CSUMB or AGENCY/ORGANIZATION.

Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, both parties shall comply with any state or federal law applicable to either party's performance under this Agreement.

Assignments

This agreement is not assignable by either party, in whole or in part, without the written consent of the other party.

Agreement Alternations and Integration

No alternation or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

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 this Agreement shall be construed as endorsement of any commercial product or service by CSUMB its officers or employees.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

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.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supercedes all prior agreements, arrangements, and understandings with respect thereto. No representative, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

Notice

Notices required under this Agreement shall be delivered personally, or by first-class, postage pre-paid mail to CSUMB and AGENCY/ORGANIZATION's contract administrators at the addresses listed below:

MONTEREY COUNTY

Mike Derr
Contracts/Purchasing Officer
County Administrative Office
168 W. Alisal Street, Third Floor
Salinas, CA 93901

Phone: 831-755-4992
eMail: derrm@co.monterey.ca.us

CSUMB

Arthur Evjen
Director, Business & Support Services
California State University, Monterey Bay
100 Campus Center, Mountain Hall, #B
Seaside, CA 93955

Phone: 831-582-3394
eMail: aevjen@csumb.edu

Exhibits

County of Monterey Internship Program Acknowledgement Form is attached as Exhibit A. The Acknowledgement Form shall be completed and signed by each student prior to her/his internship assignment.



County of Monterey Internship Program

County Administrative Office
168 W. Alisal Street, Third Floor, Salinas, CA 93901
Phone: (831) 796-3375 Fax: (831) 758-2094
intern@co.monterey.ca.us ~ www.co.monterey.ca.us/intern



ACKNOWLEDGEMENT FORM

The County of Monterey 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
- Workplace Violence 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 policies and that I understand and agree to comply with the conditions specified therein.

Intern's Name (Print)

Date

Intern's Signature

County Department

Name of Intern's Supervisor