

PRACTICUM AGREEMENT
FOR FURNISHING FIELD TRAINING
FOR THE SCHOOL OF SOCIAL WORK

This Agreement is entered into between the Trustees of the California State University (hereinafter "the Trustees") on behalf of **San José State University**, located at One Washington Square, San José, CA 95192 (hereinafter "University"), and **Monterey County**, located at 168 West Alisal, Third Floor, Salinas, CA 93901, (hereinafter "Facility"). The University and Facility are referred to collectively as the Parties.

Witnesseth:

WHEREAS, the Trustees have approved Bachelor of Arts in Social Work ("BASW") and Masters of Social Work ("MSW") Programs 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 Social Work Programs use facilities for their internship experience,

WHEREAS, the SOCIAL WORK PRACTICUM is an essential part of professional education for Social Work: 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 Social Work 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 at the Facility, and shall furnish, and permit such students and University instructors free access to appropriate facilities for field work / Intern experience.
- B. In accordance with the presently established values and goals of the University and School of Social Work, it is expected that placement facilities provide the following:
 - 1. A field setting that offers the opportunity to serve various at-risk 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 to students to examine their own commitment to these at-risk populations;

3. Setting that offers students opportunities to test, modify and integrate the ideas, concepts and values of the Social Work curriculum into their emerging professional selves; and
 4. A setting that provides students with an opportunity to develop skills and practical knowledge by working with at-risk clients under the guidance of a skilled supervisor.
- C. Provide Placement Facility(s) that shall:
1. Provide a learning experience that entails a commitment to service compatible with the values and ethics of the Social Work profession;
 2. Provide a qualified field supervisor to be provided either by the agency or the School of Social Work. Assessment of qualifications will take into account professional education, commitment to the values of the Social Work profession, competence in practice, and interest and competence in teaching and supervising;
 3. Accept the guiding principle that placement of not less than two (2) Social Work students is highly desirable from the educational perspective;
 4. 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 agency or setting could not be otherwise realized;
 5. Provide sufficient structure for the necessary learning experience, i.e. acceptable field instruction, and proper assumption of responsibility by administration, staff, sponsor or constituency, when the Practicum is located in organizations in fields other than social welfare;
 6. Provide periodic supervisory conferences and semester evaluations, and open communications between the setting, the field supervisor, and School must be satisfactorily met as spelled out by the School of Social Work in the Field Practicum Manual; and
 7. 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.

II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:

- A. Designate the students who are enrolled in the San José State University's Practicum Programs of the School of Social Work to be assigned for field experience at the Facility, in such numbers as are mutually agreed upon in writing by both parties;
- B. Monitor all instruction for field work experience given at the Facility to the assigned students and provide the necessary Social Work instructor(s) when the Facility field supervisor is not a Social Worker;

- C. Keep all attendance and academic records of students participating in said Program;
- D. Require every student to conform to all applicable Facility policies, procedures, and restrictions specified jointly by representatives of the University and Facility; and
- E. Require University's School of Social Work instructors to notify Facility in advance of:
 - 1. Student(s) assigned to the facility.
 - 2. Student Schedules
 - 3. Changes in placement assignments

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.
- 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 Faculty Field Liaison and the Field Education Director of the BASW or MSW Program.
- C. Mutual Indemnification
University shall indemnify, defend, and hold harmless Facility, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with performance of this Agreement by University 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 Facility. University shall reimburse Facility for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which University is obligated to indemnify, defend and hold harmless Facility under this Agreement.

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

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 or 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 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, 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. 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.

- E. THIS AGREEMENT may at any time be altered, changed or amended by mutual agreement of the parties in writing.
- F. County of Monterey Internship Program Acknowledgement Form, **Exhibit A** attached, shall be completed and signed by each student prior to her/his internship assignment.
- G. Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.

- H. Notices: Notices required under this Agreement shall be delivered personally, by first class, postage pre-paid mail or electronically to Facility and University's contract administrators at the addresses listed below:

FACILITY

Marcie Castro
DSS Human Resources
1000 South Main St. Suite 308
Salinas, CA 93901
(831) 755-3480
CastroM@co.monterey.ca.us

UNIVERSITY

Karen McCall
Contracts & Purchasing Services
One Washington Square
San José, CA 95192-0047
408-924-1579
Karen.McCall@sjsu.edu

SIGNATURE PAGE FOLLOWS

IV. SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto and will become effective as of the date of the last executed signature below.

FACILITY,

Agency Name _____

Authorized Signature _____

Print Name _____

Title _____

Date _____

SAN JOSÉ STATE UNIVERSITY, CONTRACTS AND PURCHASING SERVICES

San José State University

Authorized Signature K. McCale

Print Name _____

Title _____

Date 11/6/17

WR00069760

AB
aBrevetm
Dep Coca
11-29-17

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

By: [Signature]
Date: 12/4/17

Reviewed as to fiscal provisions

[Signature]
Auditor-Controller
County of Monterey

12-8-17



County of Monterey Internship Program

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

ACKNOWLEDGEMENT FORM

I acknowledge that I have received the County of Monterey policies listed below and that I understand and agree to the conditions specified therein.

- ☐ 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 mentioned 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