

SAN FRANCISCO STATE UNIVERSITY
SOCIAL WORK FIELD EDUCATION PRACTICUM AGREEMENT

This Agreement is between the County of Monterey, Department of Health ("Practicum Site") and San Francisco State University ("University"), and is effective as of September 15, 2015.

I. UNIVERSITY'S RESPONSIBILITIES

A. Student Profile. University shall make available to Practicum site a Field Application Student Profile which shall include the student's name, address, telephone number, other pertinent information. Each student shall be responsible for submitting his or her student profile before the Program training period begins. Practicum Site shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. University shall notify the supervisor at Practicum site of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed experience. The maximum number of students shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. Program Coordinator. University shall designate a faculty member to coordinate with Practicum Site's designee in planning the Program to be provided to students.

D. Records. University shall maintain all personnel records for its staff and all academic records for its students.

E. Student Responsibilities. University shall notify students in the program that they are responsible for:

- 1) Complying with Practicum Site's clinical and administrative policies, procedures, rules and regulations;
- 2) Arranging for his/her own transportation and living arrangements;
- 3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the Practicum Site; refer to Exhibit A for Practicum Site requirements.
- 4) Maintaining the confidentiality of patient information.
 - a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the practicum experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained

in the course of the program is forbidden except as a necessary part of the practical experience.

b) Neither the University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by Practicum Site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.

c) Practicum Site shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.

5) Complying with Practicum Site's dress code and wearing name badges identifying themselves as students, if specified by Practicum site.

6) Insurance requirements. See Section IV.

F. Field Experience Plan. University shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the Practicum Site's representative and the University's Field Faculty representative.

G. Field Conference. University shall facilitate periodic conferences between appropriate representatives of the Field Faculty and Practicum Site to evaluate the field experience program provided under this Agreement.

H. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, and insurance or benefits of any kind for University's employees, if any, who provide services to the Program under this Agreement. University represents that its Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, from the University. For purposes of this agreement, students are trainees and shall be considered members of Practicum Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

II. PRACTICUM SITE RESPONSIBILITIES

A. Field Experience. Practicum Site shall accept from University the student and shall provide the student with a supervised field experience.

B. Practicum Site Designee. Practicum Site shall designate a member of its staff to participate with University's designee in planning, implementing, and coordinating the Program. Practicum Site shall notify the University's Director of Field Education in advance of any change in the Practicum Site's personnel appointments that may affect the student field program.

C. Access to Facilities. Practicum Site shall permit students enrolled in the Program access to Practicum Site facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with Practicum Site's activities.

D. Records and Evaluations. Practicum Site shall maintain complete records and reports on student's performance and provide an evaluation to University on forms the University shall provide.

C. Withdrawal of Students. Practicum Site may request that University withdraw from the program any student whom Practicum Site determines is not performing satisfactorily, refuses to follow Practicum Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing. Once the University receives the request in writing, the University will take appropriate steps to comply.

D. Emergency Health Care/First Aid. Practicum Site shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities.

E. Practicum Site's Confidentiality Policies. As trainees, students shall be considered members of Practicum Site's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Practicum Site's policies respecting confidentiality of medical information.

III. LENGTH OF AGREEMENT TERM

Initial Term - The term of this Agreement shall commence upon final execution of this MOU and shall continue in effect for until June 30, 2016, unless terminated by either party in writing pursuant to the terms of this agreement.

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

IV: GENERAL PROVISIONS

Insurance Requirements

The University and Agency mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 general aggregate. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage prior to the beginning of the student's participation in the supervised fieldwork experience.

The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. Such coverage provided by the University and Agency may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim or occurrence and \$3,000,000 in the aggregate.

The University shall maintain or shall cause each trainee to maintain professional liability, public liability and property damage insurance in the amount of \$1 Million for any single occurrence and a minimum of \$3 Million in the aggregate during the trainee's supervised field experience. The University shall furnish or cause its trainee participants to furnish proof of such insurance coverage prior to the beginning of the trainee's participation in the supervised fieldwork experience.

Except for ten (10) days' notice of non-payment, the University and the Agency will require 30 days written notice if the policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

Indemnification

The University shall indemnify, defend, and hold harmless County of Monterey, its officers, agents, and employees, from and against any and all claims by a third party and any and all liabilities and losses incurred by County on account of such claims (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) caused by the University's negligence or willful misconduct in connection with the performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "University's performance" includes University's acts or omissions and the acts or omissions of University's officers, employees, agents and subcontractors.

County of Monterey shall indemnify, defend, and hold harmless University, its officers, agents, and employees, from and against any and all claims by a third party and any and all liabilities and losses incurred by University on account of such claims (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) caused by County's negligence or willful misconduct in connection with the performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of University. "County's performance" includes County's acts or omissions and the acts or omissions of County's officers, employees, agents and subcontractors.

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 UNIVERSITY 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 supersedes 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 UNIVERSITY and AGENCY/ORGANIZATION's contract administrators at the addresses listed below:

MONTEREY COUNTY
Ray Bullick, Director
Department of Health
1270 Natividad Road
Salinas, CA 93906

SAN FRANCISCO STATE UNIVERSITY
Megan Boddam, Associate Procurement Officer
Procurement + Contracts
1600 Holloway Avenue
San Francisco, CA 94132

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 APPROVERS

UNIVERSITY APPROVERS

Ray Bullick, Director of Health

Date: _____

Stacy Saetta, County Counsel Deputy
Date: 9/28/15

Steven Mauck, Risk Management

Date: _____

Gary Giboney, Auditor Controller

Date: RISK MANAGEMENT 9/28/15

COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

By: Allyssa Schumaker
Date: 9/29/15

[Signature]

Date: _____

9/14/15

Date: _____

County of Monterey Department of Health Internship Program

1270 Natividad Road, Salinas, CA 93906

ACKNOWLEDGEMENT FORM

The County of Monterey Department of Health 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
- 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 Signature

Field Site Representative/Intern Supervisor

Date

SFSU Director of Clinical Training

Date

Verification of enrollment

Student agrees to furnish Risk Management at San Francisco State University with evidence of current University enrollment for the agreed upon practica, field training or internship period upon request.

I have read this agreement and agree with its terms. The University reserves the right to terminate this agreement or change the practica, field training or internship field placement upon consultation with the student, the instructor, and the agency.

Signatures:

San Francisco State University Instructor

Printed Name

Date

Student Intern

Printed Name

Date

Agency Site Supervisor

Printed Name

Date