



SOCIAL WORK FIELD EDUCATION PRACTICUM AGREEMENT

This Agreement is between the County of Monterey, Department of Health (“Practicum Site”) and The Trustees of the California State University, California State University, Northridge (“University”), and is effective as of August 26, 2015.

A. Practicum Site is a non-profit social services agency, general acute care hospital, medical center, correctional institution, skilled nursing facility, private practice clinic or is an independent or unified school district.

B. University operates a program offering a Master of Social Work degree. This program has been accepted for candidacy by the Council on Social Work Education (CSWE).

C. The purpose of this agreement is to provide the graduate training for the Master of Social Work. The parties will both benefit by making a clinical training program (“Program”) available to University students at Practicum Site.

The parties agree as follows:

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 5, Paragraph B.

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.

E. 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.

F. 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.

G. 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. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

IV. STATUS OF STUDENTS

University represents that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University or of the Practicum Site for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of Practicum Site's "workforce" for purposes of HIPAA compliance.

V. INSURANCE

The University and Practicum Site 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 Practicum Site 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 Practicum Site will require 30 days written notice if the policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

VI. INDEMNIFICATION.

A. 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.

B. 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.

VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect until June 30, 2016.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

VIII. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph H, to the extent it provides that students are members of Practicum Site's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. 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.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs.

D. 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.

E. 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.

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. 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.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

UNIVERSITY

California State University, Northridge
Purchasing & Contract Administration
18111 Nordhoff Street
Northridge, CA 91330-8231
suellen.martensson@csun.edu
818/677- 7130 fax: 818/677-6544

PRACTICUM SITE

County of Monterey, Dept of Health
Address: 1270 Natividad, St 107-108
Salinas, CA 93906

Zip Code: 93906

Phone #: 831-755-4510

E-Mail: bullickr@co.monterey.ca.us

By: 

Name: Suellen J. Martensson
Title: Buyer III, Purchasing &
Contract Administration

By: 

Name: Ray Bullick
Title: Director of Health

Date: Sept. 25, 2015

Date: 11-2-15


Master of Social Work Program
College of Social and Behavioral Sciences
18111 Nordhoff Street
Northridge, CA 91330-8226

See attached County of Monterey, Dept of Health Signature page and Exhibit A

STUDENT FIELD WORK PRACTICUM AGREEMENT BETWEEN MONTEREY
COUNTY HEALTH DEPARTMENT AND UNIVERSITY
FISCAL YEAR 2015/16


APPROVALS (CONTINUED)

COUNTY OF MONTEREY:

By: 
Amie Miller, Psy.D, MFT
Director of Behavioral Health

Date: 11/3/15

APPROVED AS TO RISK PROVISIONS:
COUNTY OF MONTEREY
By: APPROVED AS TO INDEMNITY/
Steven Manok
INSURANCE LANGUAGE
Risk Management


By: 
Date: 9-22-15

APPROVED AS TO LEGAL FORM:

By: 
Stacy Saetta
Deputy County Council

Date: 9/21/15

APPROVED AS TO FISCAL PROVISIONS:

By: 
Gary Giboney
Auditor-Controller

Date: 9-21-15

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's Signature _____

County Department

Name of Intern's Supervisor