

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 on behalf of San José State University, located at One Washington Square, San Jose, CA 95192 hereinafter called the ("the University"), and **Monterey County Department of Health**, located at 1270 Natividad Road Salinas, CA 93906, hereinafter called the ("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 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 experience.
- B. It is expected, in accordance with the presently established values and goals of the University and School of Social Work, 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. It is required that each Placement County 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 County'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 County, in such numbers as are mutually agreed to by both parties;
- B. Monitor all instruction for field work experience given at the County to the assigned students and provide the necessary Social Work instructor(s) when the County 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 County policies, procedures, and restrictions specified jointly by representatives of the University and County ; and
- E. Require University's School of Social Work instructors to notify County in advance of:
 1. Student(s) assigned to the County .
 2. Student Schedules
 3. Changes in placement assignments

III. COUNTY AND UNIVERSITY SHALL AGREE AS FOLLOWS:

- A. THIS AGREEMENT shall become effective for one (1) year commencing on October 1, 2015 and shall continue until September 30, 2016, provided, however, it may be determined by 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.
Should either party terminate this agreement for any reason, the terms of this Agreement may remain in full force for those existing Student Interns and Staff Interns still participating in the University's MSW program for as long as they are enrolled as students of the University, and the University is satisfied that the County meets the Field Placement requirements of the MSW Program.
- 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 to 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 County, 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 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 SJSU's acts or omissions and the acts or omissions of University's officers, employees, agents and subcontractors.

County 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.

D. Insurance

University and County 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 University and County 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.

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

- E. THIS AGREEMENT may at any time be altered, changed or amended by mutual agreement of the parties in writing.

SIGNATURE PAGE FOLLOWS

Signature page
12/26/06
SWP/H

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and the year first above written.

COUNTY OF MONTEREY.

Agency Name _____
Authorized Signature _____
Print Name _____
Title _____
Date _____

UNIVERSITY, COLLEGE OF APPLIED SCIENCES AND ARTS

Department _____
Authorized Signature Jack C. Wall
Print Name Jack C. Wall
Title Director, School of Social Work
Date 9/24/15
Authorized Signature Mary Schutten
Print Name Mary Schutten
Title Dean
Date 9/24/2015

SAN JOSE STATE UNIVERSITY, CONTRACTS AND PURCHASING SERVICES

San José State University

Authorized Signature Karen J. McCall
Print Name Karen J. McCall
Title Contract Analyst
Date 10/7/15
WR00064113

**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: _____

APPROVED AS TO RISK PROVISIONS:

By: _____
COUNTY OF MONTEREY
~~APPROVED AS TO INDEMNITY~~
Steven Mauck
Risk Management
INSURANCE LANGUAGE

By: Dylen Schumaker
Date: 10-30-15

APPROVED AS TO LEGAL FORM:

By: Stacy Saetta
Stacy Saetta
Deputy County Council

Date: 10/28/15

APPROVED AS TO FISCAL PROVISIONS:

By: Gary Giboney
Gary Giboney
Auditor-Controller

Date: 10-29-15