



HUMAN RESOURCES
2011 DEPARTMENT 10: 51

00-078-0115

Contract Number

STUDENT FIELD PLACEMENT AGREEMENT

This agreement ("Agreement") is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach ("University") and Newport-Mesa Unified School District ("Facility").
(please enter the complete legal name of the entity)

University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. This Agreement pertains to University students enrolled in an internship course and placed at Facility by University. Facility shall provide practical experience pursuant to the terms of this agreement and serve as a learning site offering facilities, resources and supervision to students. In consideration the mutual promises and conditions set forth below, the University and the Facility ("Party or Parties") agree as follows:

I. EDUCATIONAL PROGRAMS – The following University educational programs are included in this Agreement and are governed by the corresponding Exhibit(s) attached hereto:

Exhibit A – Speech Language Pathology Program Protocol, consisting of 2 pages

II. GENERAL PROVISIONS

- A. Term of Agreement** - The term of this Agreement shall begin when fully executed and shall continue until _____. Either Party may terminate this agreement upon thirty (30) days written notice. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students enrolled at that time shall be allowed to continue their placement until the conclusion of that academic semester.
- B. Relationship of Parties** – Facility (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.
- C. Indemnification** - University shall be responsible for damages caused by the negligence of its directors, officers, agents and employees as defined by law, and agrees to indemnify and hold harmless Facility (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of University directors, officers, agents or employees in the performance of this Agreement.

Facility shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, and agrees to indemnify and hold harmless CSU and University (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of Facility's directors, officers, agents or employees in the performance of this Agreement.
- D. Insurance** - Each Party shall, at its own cost and expense, maintain general liability insurance, comprehensive or commercial form, with a minimum limit of \$1,000,000 for each occurrence and \$3,000,000 general aggregate. If Facility offers medical or professional services, Facility shall also carry professional liability (or errors and omissions) coverage with the same minimum limits. Each Party shall maintain workers' compensation insurance as required by law. University shall arrange for students to be covered by an insurance policy providing general and professional liability with limits of \$2,000,000 each occurrence and \$4,000,000 general aggregate. Workers' compensation insurance coverage for students shall be provided by Facility.
- E. Confidentiality of Student Information** – University student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
- F. Health Testing** – If Facility requires a health history or testing (tuberculosis testing, current immunizations, flu shot, etc) for students prior to placement, students shall provide proof of satisfactory health history directly to Facility.
- G. Background Check/Finger-Printing** - If Facility requires University's students to undergo a background check or fingerprinting prior to placement, University students shall coordinate the results directly with Facility.
- H. Orientation** – Facility shall provide an orientation to students, including familiarity with the building/property and policies regarding safety and proper business operations.

- I. **Governing Law** – This Agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law. All actions or proceedings arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the County of Los Angeles, State of California.
- J. **Endorsement** - Nothing contained in this Agreement shall confer on any party the right to use the other party’s name as an endorsement of a product or service, or to advertise, promote or market any product or service.
- K. **Assignments** - This Agreement is not assignable in whole or in part by either Party.
- L. **Fair Labor Standards Act and Displacement of Organization Employees** – It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of Facility.
- M. **Confidentiality of Medical Records (HIPAA)** – *[For clinical/medical placements]* All of Facility’s medical records and charts created in connection with Clinical Training shall be and shall remain the property of Facility. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Students shall be considered to be members of Facility’s “Workforce,” as defined at 45 Code of Federal Regulations (C.F.R.) §160.103.

In the course of Clinical Training at Facility, Students may have access to Protected Health Information, as defined at 45 C.F.R. §160.103, and shall be subject to Facility’s HIPAA Privacy and Security policies and procedures. Students may be required to participate in training related to Facility’s HIPAA Privacy and Security policies and procedures.

The Parties agree that University is not a “business associate” of Facility under HIPAA. University will not be performing or assisting in the performance of covered HIPAA functions on behalf of Facility. There will be no exchange of individually identifiable protected health information between University and Facility.
- N. **Locations** – If Facility operates more than one location capable of accepting student interns, all locations under its management or control will be covered by the terms of this Agreement.
- O. **Nondiscrimination** – Neither Party shall discriminate unlawfully against any student in placement or continuation in a fieldwork program, nor shall they discriminate unlawfully against any employee or applicant for employment.
- P. **Services Responsibility**- Facility retains professional and administrative responsibility for all services rendered at Facility.
- Q. **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.
- R. **Authority** - Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
- S. **Entire Agreement** – This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto.

University:

California State University, Long Beach
 Attn: Procurement & Contractual Services
 1250 Bellflower Blvd., BH-346
 Long Beach, CA 90840-0123
 (562)985-4296

Facility:

Newport-Mesa Unified School District

(please enter the complete legal name of the entity)
 2985 Bear Street

Street address
 Costa Mesa, CA 92626

City, State, Zip

Phone Number *e-mail*

University Signature *Date*

Name and Title

Facility Authorized Signature *Date*

Name and Title

Exhibit A
COMMUNICATIVE DISORDERS:
SPEECH-LANGUAGE PATHOLOGY PROGRAM PROTOCOL

Student Field Placement Agreement

The California State University Long Beach (University) Speech-Language Pathology Program in the Communicative Disorders Department has been approved by the California State University (CSU) Trustees and accredited by the Western Association of Schools and Colleges and the American Speech, Language and Hearing Association.

This program requires clinical fieldwork experience/internship in professional agencies. Therefore, University and Facility recognize the mutual benefit in having students of the University's Communicative Disorders Department use the Facility for their fieldwork experience.

At all times during operation of this Agreement the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement, and are not employees or agents of the University.

I. FACILITY SHALL

- A. Permit students, designated by the University to receive Speech Pathology fieldwork experience at Facility, and shall furnish and permit such students, and University instructors reasonable access to a variety of professional opportunities within the scope of services offered by the Facility for such internship experience.
- B. Maintain the facilities and provide opportunities in such a manner that the minimum essentials (adequate supervision, safe environment and access to facility and supplies) for an approved fieldwork experience shall be met at all times.
- C. Permit and encourage members of the Facility's staff to participate in the instructional phase of the fieldwork experience.
- D. Permit the Facility's Director or other designated personnel to attend meetings of the University's Communicative Disorders Department Faculty, or any committee thereof, to coordinate the internship experience of the program provided for under this agreement.
- E. Have the right to refuse participation to any University student who is not participating satisfactorily in the program. In the event Facility determines a student is not satisfactorily participating in the program, Facility shall consult with University regarding the reasons for denying participation of such student.
- F. Notify the University's instructors, of any change in the professional credential status of the Facility's Speech Therapists (where applicable).

II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:

- A. Make an official request to the Facility for placement of a student or students within the Facility for the student's fieldwork experience.
- B. Keep all academic records of students participating in said program.

C. Designate a staff member to participate with the Facility designee in implementing and coordinating the program of supervised field placement.

D. Require every student to conform to all applicable Facility policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the University and Facility.

E. In consultation and coordination with the Facility's Director and staff, plan for the internship experience to be provided to students under this Agreement.

F. In consultation and coordination with the Facility's Director arrange for periodic conferences between appropriate representatives of the University and Facility to evaluate the internship experience provided for under this Agreement.

III. FACILITY AND UNIVERSITY SHALL AGREE AS FOLLOWS:

A. The Facility and University shall be jointly responsible for determining and evaluating the program of experiences for the student assigned to the Facility.

B. Neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the internship, other than those expenses defined in writing.

C. University's insurance does not cover Students driving their own automobiles. If the clinical educational assignment at the facility includes travel to other locations, each Student shall obtain and maintain automobile liability coverage in an amount equal to or greater than the minimum limits require by the State of California for the duration of the Student's clinical training experience.

D. If it is to the mutual benefit of the parties hereto that Facility employees enrolled in University's Department of Communicative Disorders at the Long Beach campus complete the clinical portion of graduate/undergraduate clinical training experience that clinical training assignment will be in an area not part of their regular employment assignment.