

**STUDENT INTERNSHIP PLACEMENT AGREEMENT
BETWEEN
THE TRUSTEES OF CALIFORNIA STATE UNIVERSITY
on behalf of
SAN FRANCISCO STATE UNIVERSITY

AND

BERKELEY UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is entered into pursuant to Education Code 89036, by and between the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, hereinafter called the "Trustees," on behalf of SAN FRANCISCO STATE UNIVERSITY, hereinafter called "University" and BERKELEY UNIFIED SCHOOL DISTRICT hereinafter called "Agency."

WITNESSETH:

WHEREAS, the University provides nursing, health sciences and para-professional training and degree programs in fields including but not limited to nursing, physical therapy, occupational therapy, dietetics, clinical laboratory science, speech language and hearing sciences, phlebotomy, kinesiology, counseling and social work and desires its students to obtain practical experience at Agency's Facilities; and

WHEREAS, it is to the mutual benefit of the parties that students of the University use the clinical facilities of the Agency for their clinical experience,

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived wherefrom, the parties hereto agree as follows:

I. AGENCY SHALL:

- A. Permit each student who is designated by the University pursuant to Paragraph II.A below to receive clinical experience at the Agency and shall furnish and permit such students and University instructor's reasonable access to appropriate clinical facilities for such clinical experience.
- B. Furnish appropriate clinical facilities, on a rotational basis, in such a manner that there will be no conflict in the use thereof between the University's student and students from other educational institutions, if any.
- C. Maintain the clinical facilities used for clinical experience in such a manner that said facilities shall at all times conform to the requirements of the curriculum requirements of the University.
- D. Assure the staff is adequate in number and quality to insure safe and continuous health care to individuals.

- E. Provide registered, licensed or certified clinical/professionals to supervise students when performing services for a patient. Students can only perform services when under their supervision. Such registered professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their supervisors designated by the Agency. Students are trainees, not employees, and are not to replace Agency staff.
- F. Provide first aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of student in the event of a needle stick injury to or other exposure of student to blood or body fluids. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV), such follow-up care shall include, but not be limited to, the option for appropriate post-exposure HIV testing and the option for prophylactic therapy with zidovudine (AZT) and/or other appropriate pharmacologic agents as medically indicated.
- G. Permit and encourage members of the Agency and/or resident staff of the Agency to participate in the instructional phase of the clinical experience.
- H. Permit the Agency Program Supervisor and other designated personnel to attend meetings of the University's faculty or any committee thereof, to coordinate the clinical experience program provided under this Agreement.
- I. Have the right, after consultation with the University, to refuse to accept for further clinical experience any of the University's students who in the Agency's judgment are not participating satisfactorily in said program.
- J. Notify the University's clinical instructors, in advance, of any changes in the Agency's Program Supervisors appointments.
- K. Make available current copies of publications dealing with policies and procedures of the Agency.

II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:

- A. Designate the students who are enrolled in the Program of the University to be assigned for clinical experience at the Agency, in such numbers as are mutually agreed to by both parties.
- B. Designate a faculty member to coordinate with a designee of the Agency in the planning of the Program to be provided students.
- C. Keep all attendance and academic records of students participating in said Program.
- D. Inform students that they shall conform to all applicable Agency policies, procedures, regulations, and all requirements and restrictions specified jointly by representatives of the University and Agency.

- E. Notify, by-way-of instructors, the Agency's program supervisor in advance of:
 - 1. Student schedules
 - 2. Placement of students in clinical assignments
 - 3. Changes in clinical assignments
- F. In consultation and coordination with the Agency, arrange for periodic conferences between appropriate representatives of the University and Agency to evaluate the clinical experience program provided under this agreement.
- G. Provide and be responsible for the care and control of the University's educational supplies, materials, and equipment used for instruction during said program.
- H. University shall advise Students that they are responsible to provide the Agency a background check prior to placement. Upon execution of this Agreement, Agency shall inform the University about the individual requirements of the background check required by law or by Agency policy.
- I. University shall ensure that each student complies with Agency's requirements for immunizations and tests, including but not limited to an annual health examination, rubella and rubeola titre, mumps, DT, tuberculin skin test, influenza immunization (required annually) or declination statement and chest x-ray if determined appropriate by Agency. University shall also ensure that students follow Agency's policies and procedures regarding blood-borne pathogens including but not limited to universal precautions.

III. INSURANCE

- A. Agency, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:
 - 1. Professional Medical and Agency Liability Insurance with limits of one million dollars (\$1,000,000) per occurrence and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three years following termination of this agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
 - 2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of one million dollars (\$1,000,000) per occurrence. However, if such insurance is written on a claim made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
 - 3. Worker's Compensation and Employer's Liability Insurance in a form and amount covering Agency's full liability as required by law under the Worker's Compensation Insurance and Safety Act of the State of California and other applicable statutes as amended from time to time.

4. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.
5. Liability insurance policies must be endorsed to include the state of California, the Trustees of the California State University, San Francisco State University, the employees, officers, and agents of each of them as additional insured under the policies. Specific additional insured endorsement documentation is required. A statement on the insurance certificate itself is not sufficient.

It should be expressly understood, however, that the coverages required under this Paragraph III.A (1), (2), and (3) shall not in any way limit the liability of Agency.

B. University is permissibly self-insured and can provide the following coverage regarding the activities in connection with this Agreement:

1. Professional Medical and Agency Liability self-insurance with limits of one millions dollars (\$1,000,000) per occurrence, with a general aggregate of three million dollars (\$3,000,000).
2. General Liability Self-Insurance Program with a limit of one million dollars (\$1,000,000) per occurrence.
3. Worker's Compensation and Employer's Liability Self-Insurance Program covering University's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California and other applicable statutes as amended from time to time.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

The coverage referred to under (1) and (2) of this Paragraph III.B. shall include Agency as an insured. Such a provision, however, shall only apply in proportion to and to the extent of the intentional or negligent acts or omissions of University, its officers, agents, and/or employees.

C. University shall maintain Student Professional Liability Insurance for its students for the entire duration of this agreement. Evidence of such coverage shall be furnished upon request by Agency.

IV. INDEMNIFICATION

- A. Agency shall defend, indemnify and hold University, its officers, employees, agents and students harmless from and against any and all liability, loss, expense or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Agency, its officers, employees, or agents.
- B. University shall defend, indemnify and hold Agency, its officers, employees and agents harmless from and against any and all liability, loss, expense, or claims for injury or

damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

V. STATUS OF STUDENTS

- A. During the period in which a student is assigned to the Agency, the student shall be under the ultimate direction and control of the Agency's Program Director or, in the Program Director's absence, his/her designee(s).
- B. It is agreed and understood by the parties that students under this Agreement are in attendance at Agency for educational purposes and such students are not to be considered as employees of Agency or University. No monetary consideration will be afforded to students under this Agreement.
- C. Agency shall retain full and medical responsibility for the care of patients and will maintain professional and administrative supervision of students insofar as their presence affects the operation of the Agency and/or the direct and indirect care of patients.

VI. DISCRIMINATION PROHIBITION

Agency and University agree to adhere to all applicable federal, state and local non-discrimination laws in the selection and acceptance of any student pursuant to this Agreement and during the period of the placement. Agency and University agree that the non-discrimination clause in California Code of Regulations § 11105, OCP-2 prohibiting discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status applies to the activities under this Agreement.

VII. TERM

This Agreement shall become effective upon full execution and shall continue to be in effect for a five (5) years or until earlier terminated.

VIII. TERMINATION

Termination for cause: In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.

IX. ASSIGNMENT

Neither University nor Agency shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. Agency may not assign students to locations other than those described in Section 2.A. without the prior written consent of the University.

X. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XI. WAIVER

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same of any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XII. EXHIBITS

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this agreement. See Exhibit A: Board of Registered Nurses (BRN) Language

XIII. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. Agency and University agree to amend this Agreement when required by an applicable regulatory authority.

XIV. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XV. GOVERNING LAW

This Agreement is governed by and shall be construed in accordance with the laws of the State of California.

XVI. NOTICES

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO AGENCY:

Berkeley Unified School District

Agency

2020 Bonar Street

Address

Berkeley, CA 94702

City, State, Zip

Attn: Samantha Tobias-Espinosa, Assistant Superintendent, HR

Name and Title

TO UNIVERSITY

San Francisco State University

Attn: Rabea Woerthwein-Mack


1600 Holloway Avenue, Corp Yard 140

San Francisco, CA 94132

(415) 405-3825, rabewm@sfsu.edu

In Witness whereof the parties have fully executed this Agreement as set forth below.

“University”


By: 

Name: Rabea Woerthwein-Mack

Title: Associate Procurement Officer

Date: 9/11/19

“Agency”

By: 

Name: Samantha Tobias-Espinosa

Title: Assistant Superintendent, HR

Date: 9/9/19

Exhibit A

Board of Registered Nurses (BRN) Language

1. Assurance of the availability and appropriateness of learning environment in relation to the program's written objectives:

Permit each student who is designated by the University to receive clinical experience at the Agency which shall furnish and permit such students and University instructors reasonable access to appropriate clinical facilities for such clinical experience.

Maintain the clinical facilities used for clinical experience in such a manner that said facilities shall at all times conform to the curriculum requirements of the University.

2. Provision for the orientation of faculty and students:

Student must attend an orientation of AGENCY facilities provided by SCHOOL instructors or AGENCY staff. Instructors and precepted students shall receive an orientation to the AGENCY.

3. A specification for responsibilities and authority of the facility's staff as related to the program and to the educational experience of the students.

Student Supervision: Students shall perform services for patients only when under the supervision of a registered, licensed or certified clinician/professional. Such registered professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their supervisors designated by the Agency.

4. Assurance that staff is adequate in number and quality to ensure safe and continuous health care services for patients.

Students are trainees, not employees, and are not to replace Agency staff.

Agency shall retain full and medical responsibility for the care of patients and will maintain professional and administrative supervision of students in so far as their presence affects the operation of the Agency and/or the direct and indirect care of patients.

5. Provisions for continuing communication between the facility and the program.

Designate a faculty member to coordinate with a designee of the Agency in the planning of the clinical experiences to be provided students. Notify, by-way-of instructors, Agency's program supervisor in advance of:

1. Student schedules
2. Placement of students in clinical assignments
3. Changes in clinical assignments

Permit the Agency Program Supervisor and other designated personnel to attend meetings of the University's Faculty or any committee thereof (except the Retention, Tenure and Promotion Committee), to coordinate the clinical experience program provided under this Agreement.

Notify the University's clinical instructors, in advance, of any change in the Agency's Program Supervisors appointments.

Make available current copies of publications dealing with policies and procedures of the Agency.

6. A description of the responsibilities of Faculty assigned to the facility utilized by the program.

Faculty is responsible for providing students with opportunities to assume increasing responsibility for the nursing care of patients in acute care and/or long-term care settings. Faculty is responsible for student supervision including administration of treatments, dispensing of medications and reporting of significant changes in patient condition to agency staff. Faculty facilitates students in clinical application of theoretical knowledge and technical skills in providing nursing care to acutely and chronically ill patients. Faculty is responsible for evaluating assignments including clinical nursing care plans, formal written papers, peer presentations, and clinical performance using a standardized assessment rubric.