



SOCIAL WORK
FIELD PLACEMENT AGREEMENT

This Agreement is between the San Jose Unified School District ("Agency") and California State University East Bay ("University"), and is effective as of July 1, 2019.

- A. Agency offers University students learning opportunities with Social Work Education.
- B. University operates a fully accredited Social Work program offering a master's degree in Social Work.
- C. The parties will both benefit by making a field experience training program ("Program") available to University students at Agency.

The parties agree as follows:

I. GENERAL INFORMATION ABOUT THE PROGRAM

- A. The maximum number of University students who may participate in the Program during each training period shall be mutually agreed by the parties at least 30 days before the training period begins.
- B. The starting date and length of each Program training period shall be determined by mutual agreement.
- C. Field Placements to be afforded under this agreement shall include Social Work only.

II. UNIVERSITY'S RESPONSIBILITIES

- A. Student Profiles. University shall advise each student enrolled in the Program to complete and send to Agency a student profile on a form to be agreed by the parties, which shall include the student's name, address, and telephone number. Each student shall be responsible for submitting his or her student profile before the Program training period begins. Agency shall regard this information as confidential and shall use the information only to identify each student.
- B. Schedule of Assignments. University shall notify Agency's Program supervisor of student assignments, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.
- C. Program Coordinator/Field Director. University shall designate a faculty member to coordinate with Agency's designee in planning the Program to be provided to students.
- D. Orientation Program. University shall provide an orientation to students regarding the University's field education policies and procedures prior to students entering placements. University shall provide seminars on issues related to field instruction for Agency staff providing field instruction to students.
- E. Records. University shall maintain all personnel records for its staff and all academic records for its students.

- F. Student Responsibilities. University shall notify students in the Program that they are responsible for:
- 1) Complying with Agency's administrative policies, procedures, rules and regulations;
 - 2) Submitting to health and background screenings as required by the Agency. Also assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;
 - 3) Provide evidence of personal health insurance, at student's own expense;
 - 4) Maintaining the confidentiality of patient information.
 - a) No student shall have access to or have the right to receive any client records, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable client information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience. **[REQUIRED PROVISION/HIPAA]**
 - b) Neither University nor its employees or agents shall be granted access to individually identifiable information unless the client has first given consent using a form approved by Agency that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations. **[REQUIRED PROVISION/HIPAA]**
 - c) Agency shall reasonably assist University in obtaining client 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. **[REQUIRED PROVISION/HIPAA]**
 - 5) Complying with Agency's dress code and wearing name badges identifying themselves as students;
 - 6) Attending an orientation to be provided by their University instructors;
 - 7) Notifying Agency immediately of any violation of state or federal laws by any student; and
 - 8) Providing services to Agency's clients only under the direct supervision of Agency's professional staff.
 - 9) Students shall be required to enter into a written agreement between student and Agency.
- G. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, either from University or Agency. For purposes of this agreement, however, students are trainees and shall be considered members of Agency's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. §160.103. **[PRIOR SENTENCE IS REQUIRED PROVISION/HIPAA]**

- H. Students must go through an interview, application and background process:
- 1) Student must contact Agency to set up an interview with coordinator.
 - 2) If successful, the student must complete an application, with all pertinent information of current and past references.
 - 3) The application is part of a background packet which includes a criminal history check, credit report, Department of Motor Vehicles check and local police department check.

III. AGENCY'S RESPONSIBILITIES

- A. Field Education Experience. Agency shall accept from University the mutually agreed upon number of students enrolled in the Program and shall provide the students with supervised field experience. Field placements are to be supervised by a supervisor with an MSW and at least two years post masters experience. Supervision may be shared with an Agency staff member who does not have an MSW.
- B. Agency Designee. Agency shall designate a member of its staff to participate with University's designee in planning, implementing, and coordinating the Program.
- C. Access to Facilities. Agency shall permit students enrolled in the Program access to Agency facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with Agency's activities.
- D. Records and Evaluations. Agency shall maintain complete records and reports on each student's performance and provide an evaluation to University on forms the University shall provide.
- E. Withdrawal of Students. Agency may request that University withdraw from the program any student who Agency determines is not performing satisfactorily, refuses to follow Agency's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for Agency's request. University shall comply with the written request within five (5) days after actually receiving it.
- G. Emergency Health Care/First Aid. Agency 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. Except as provided in this paragraph, Agency shall have no obligation to furnish medical or surgical care to any student.
- F. Student Supervision. Agency shall permit students to perform services for clients only when under the supervision of a registered, licensed, or certified professional on Agency's staff. Students shall work, perform assignments, and participate in staff meetings, and in-service educational programs at the discretion of their Agency-designated supervisors. Students are to be regarded as learners, not employees, and are not to replace Agency's staff.
- G. Agency's Confidentiality Policies. Students shall be subject to Agency's policies respecting confidentiality of information. In order to ensure that students comply with such policies, Agency shall provide students with substantially the same training that it provides to its regular employees.

IV. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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

Additionally, it is agreed that if a student with an approved disability accommodation is placed both CSUEB and Agency share the responsibility to meet the legal requirement to provide reasonable accommodations at the workplace under the American with Disabilities Act.

V. STATUS OF UNIVERSITY AND AGENCY

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either Agency or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance.

VI. INSURANCE

- A. Student Insurance. University shall ensure that each student in the Program procures and maintains in force during the term of this Agreement, at the student's sole cost and expense, professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best.
- B. Agency Insurance. Agency shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Agency shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Agency shall provide University with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. Agency shall promptly notify University of any cancellation, reduction, or other material change in the amount of scope of any coverage required hereunder.

The parties agree that Agency is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any University students or University instructors while said students or instructors are on the premises of Agency or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the Practicum Sites.

University shall inform each student regarding the lack of coverage of Workers' Compensation insurance by either party.

- C. University Insurance. It is understood and agreed that the California State University is a self-insured public agency of the State of California. The University also maintains self-insurance programs to fund its respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this agreement. Students shall be required to enroll in the University's Student Professional Liability program prior to beginning the clinical phase at AGENCY. Students shall maintain their own professional liability insurance in amounts not less than \$1,000,000 per occurrence and \$3,000,000 aggregate and be required to provide AGENCY with satisfactory evidence of said insurance.

VII. INDEMNIFICATION

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

VIII. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for 5 years, terminating on June 30, 2024.
- B. 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.

IX. 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 II, Paragraph F, subdivisions 4.a), 4.b), and 4.c); Section II, Paragraph G, to the extent it provides that students are members of Agency's "workforce" for purposes of HIPAA ; and Section V. 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. 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.

- D. Counterparts. This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- E. 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.
- F. 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.
- G. 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:

UNIVERSITY:

CALIFORNIA STATE UNIVERSITY EAST BAY
25800 Carlos Bee Blvd
 Hayward, CA 94542-3021
 Procurement Services – SA 2750
 Attn: Diego Campos, Buyer
diego.campos@csueastbay.edu
 510-885-3959/Fax: 510-885-4258

AGENCY:

San Jose Unified School District

Name of Parent Agency
www.sjUSD.org

Website

855 Lenzen Avenue	San Jose	95126
_____ Address	_____ City	_____ Zip
408-535-6000	_____ Agency Fax Number	
_____ Agency Phone Number	_____ Agency Fax Number	
Chاون Powell	Manager, Student Services	
_____ Contact Person	_____ Title	
408-535-6000	cdpowell@sjUSD.org	
_____ Phone Number	_____ Email Address	

X.. 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.

AGENCY

UNIVERSITY

CALIFORNIA STATE UNIVERSITY, EAST BAY

By: _____
 Name/Title: _____
 Date: _____

By: _____
 Name/Title: Diego Campos, Buyer
 Date: _____

