



CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

Procurement and Contracts
1000 E. Victoria Street Carson, CA 90747 • (310) 243-3799

This Agreement is entered into by and between **California State University Dominguez Hills, on behalf of the Occupational Therapy Program (OT)**, hereinafter called "CSUDH" and **the City of Carson**, hereinafter called the "Occupational Therapy Provider Field Work Site or FWS."

The Agreement shall be effective July 1, 2021 to June 30, 2024 unless terminated by either party, after giving the other party sixty (60) days advance written notice and subject to Section III.C..

WITNESSETH:

WHEREAS, CSUDH has an approved Occupational Therapy Curriculum and such Curriculum includes fieldwork experience and the use of those facilities and instruction which is available at FWS; and

WHEREAS, CSUDH and FWS believe it to be to the mutual benefit of the parties hereto that students accepted into the Occupational Therapy Program use the clinical Facility for their fieldwork experience to become competent practitioners,

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations expressed and in consideration of the mutual benefits to be derived there from, the parties mutually agree as follows:

I. Responsibilities of FWS

FWS shall,

- A. Accept qualified students for fieldwork experience in Occupational Therapy, the maximum number not to exceed that number for which the program has been accredited, approved and/ or agreed upon.
- B. Appoint a qualified FWS Employee who will be responsible for directing, coordinating and supervising CSUDH OT students' experience at FWS as well as insure that the continuity and quality of services to clients is maintained.
- C. Establish educational objectives for the clinical experience, devise methods for their implementation, and continually evaluate to determine the effectiveness of the clinical experience
- D. Provide CSUDH with student evaluations on forms submitted by CSUDH.
- E. Notify CSUDH at mid-term or sooner, of any student who fails to meet the required standards of performance and competency.
- F. Not use students to replace regular FWS employees and not require students to render services except those services identified for their learning value as part of the fieldwork experience.

- G. Work with and assist CSUDH in carrying out CSUDH policies and procedures.
- H. Appoint only state licensed therapists to supervise CSUDH Occupational Therapy fieldwork students, while participating at FWS. All therapists must be licensed by the state in which the FWS is located.

II. Responsibilities of CSUDH

CSUDH shall:

- A. Refer qualified students from the program to FWS who have adequate academic preparation for clinical practice and basic training for the handling of blood, blood products and body fluids consistent with the policies and regulations recommended by the Center for Disease Control and in compliance with any such guidelines from the California Public Health Services Department.
- B. Assign a Fieldwork Coordinator from the OT program who will coordinate and be responsible for student FWS activities.
- C. Assign mutually agreed upon dates and times for student placements.
- D. Require student be responsible for their professional activities and conduct while at FWS. FWS may at its discretion dismiss or remove any trainee from the fieldwork experience following due process, and after consulting with CSUDH prior to such dismissal.
- E. Require students to conform to all applicable policies, regulations and procedures, jointly specified by representatives of CSUDH and FWS.
- F. Provide current student fieldwork guidelines and objectives to the FWS and all appropriate forms for evaluation.
- G. At its sole cost and expense, insure its activities in connection with this agreement and obtain, keep in force, and maintain insurance as follows:
- H. Provide Comprehensive or General Liability Insurance with a limit of One Million Dollars (\$1,000,000), and Three Million Dollars (\$3,000,000) in aggregate, per occurrence.
- I. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law.
- J. Require students to provide and maintain in force a One Million Dollar (\$1,000,000) policy of professional liability insurance during the course of their activities under this Agreement.
- K. Require students to provide evidence of health coverage.
- L. Require students to provide documentation of appropriate immunization or immunity in compliance with OSHA Blood-Borne Pathogens Regulations, as well as requirements of the FWS.
- M. Require students to adhere to rules and regulations of FWS/CSUDH regarding confidentiality.

III. General Provisions

- A. Neither CSUDH nor FWS shall discriminate against any candidate or student on the basis of race, color, religion, national origin, sex, age or sexual orientation.

B. Pursuant to Government Code section 895.4, FWS shall indemnify, defend and hold harmless CSUDH and its elected and appointed officers, employees, and agents from and against all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with ~~CSUDH acts~~ ^{FWS} and/or omissions arising from and/or relating to this Agreement. Such indemnification shall not cover any claim due to the sole negligence or willful misconduct of CSUDH.

A SR 10/14/21

Pursuant to Government Code section 895.4, CSUDH shall indemnify, defend and hold harmless FWS and its elected and appointed officers, employees, and agents from and against all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with CSUDH acts and/or omissions arising from and/or relating to this MOU. Such indemnification shall not cover any claim due to the sole negligence or willful misconduct of FWS.

- C. The Agreement may be terminated by either party at any time, without cause, on 60 days prior written notice provided that such termination shall not be effective for any student who at the date of mailing of said notice was participating in or was selected to participate in said fieldwork experience until such student has completed the program.
- D. This Agreement may at any time be altered, changed or amended in writing by mutual agreement of the parties.
- E. The OT fieldwork coordinator for CSUDH is: Daniel Swiatek, OTD, OTR/L.
- F. IN WITNESS whereof, this Agreement has been executed by and on behalf of the parties hereto by the signatures of their authorized respective agents the day and year written herein below.

CALIFORNIA STATE UNIVERSITY,
DOMINGUEZ HILLS

Procurement, Contracts, Logistical &
Support Services
Carson, CA 90747
310-243-3799

mehernandez@csudh.edu

By: *[Signature]* 10/14/21
Designee Date

FWS: The City of Carson

Name: Lula Davis-Holmes

Title: Mayor


Address: 701 E. Carson St., Carson, California
90745

Phone: 310-952-1720

By: *[Signature]* 10/13/21
Authorized Signature Date


Procurement and Contracts
Logistical & Support Services

APPROVED AS TO FORM:

By: 

Sunny K. Soltani, City Attorney

ATTEST:

By: 

John Carroll, Chief Deputy City Clerk



CERTIFICATE OF COVERAGE		DATE (MM/DD/YYYY) 10/5/2021
PRODUCER Alliant Insurance Services Inc. 100 Pine Street, 11th Floor San Francisco CA 94111	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.</p> <p>THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).</p> <p>IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).</p>	
NAMED COVERED PARTY CSU, Dominguez Hills 1000 East Victoria Street Carson CA 90747	PROGRAM AFFORDING COVERAGE	
	A: CSURMA	
	B:	
	C:	

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CSURMA-LIAB-2122	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 2,000,000 FIRE DAMAGE (Any one fire) \$ 2,000,000 MED EXPENSE (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS-COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ \$
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW	CSURMA-WC-2122	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only.
Evidence of coverage as respects the Agreement for Occupational Therapy Program use the clinical Facility for fieldwork experience. Term of Agreement: July 1, 2021 - June 30, 2024.

CERTIFICATE HOLDER The City of Carson Attn: Lula Davis-Holmes 701 E. Carson St. Carson CA 90745	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS. AUTHORIZED REPRESENTATIVE <i>David J Howell</i>
APPROVED <i>RG</i> 10/11/2021	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 100 Pine Street, 11th floor San Francisco CA 94111	CONTACT NAME: Van Rin PHONE (A/C, No, Ext): 415-403-1400 E-MAIL ADDRESS: vrin@alliant.com	FAX (A/C, No): 415-874-4810	
	INSURER(S) AFFORDING COVERAGE INSURER A : Lloyds of London		NAIC # 15792
INSURED The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach, CA 90802 CSU Dominguez Hills	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 975337119

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			B1724WLS21A036	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 25,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Student Professional Liability Insurance Program (SPLIP)			B1724WLS21A036	7/1/2021	7/1/2022	\$2,000,000 \$4,000,000	Each Claim Policy Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses. Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured. Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.

Re: Agreement for Occupational Therapy Program use the clinical Facility for fieldwork experience. Term of Agreement: July 1, 2021 - June 30, 2024.

CERTIFICATE HOLDER**CANCELLATION**

The City of Carson Attn: Lula Davis-Holmes 701 E. Carson St. Carson CA 90745	APPROVED <i>RG</i> 10/11/2021	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE

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