



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

This Agreement is entered into by and between **California State University Dominguez Hills (CSUDH)** on behalf of the Occupational Therapy Program (OT) and the Occupational Therapy Provider Field Work Site

(hereinafter referred to as FWS): The City of Carson

The Agreement shall be effective 06/15/2015 to 06/14/2018 unless terminated by either party, after giving the other party sixty (60) days advance written notice and subject to Section V.

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 Facility 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. Provide all necessary training and personal protective equipment 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.
- G. Not use students to replace its regular staff and shall not require students to render services except those services identified for their learning value as part of the fieldwork experience.

- H. Depending on the availability of FWS's OT fieldwork coordinator and FWS's available resources, work with and assist CSUDH in carrying out CSUDH OT student intern policies and procedures. FWS has sole discretion to determine the availability of its OT fieldwork coordinator and the availability of its resources. CSUDH acknowledges and agrees that, due to potential constraints of FWS resources, such as available staff time and funding, FWS may not be able to work with or provide any assistance to CSUDH in carrying out CSUDH OT student intern policies and procedures and, in such an event, FWS shall be under no obligation to provide any assistance to CSUDH in the carrying out of CSUDH's student intern policies and procedures.
- I. 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.
- 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 students to 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. While in the performance of this Agreement, students serve as volunteers at the Facility without compensation and are not to be considered officers, agents or employees of the University for Worker's Compensation purposes.
- 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, including those regarding confidentiality.

General Provisions

- III. 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.
- IV. Pursuant to California Government Code § 895.4, to the full extent permitted by law, FWS agrees to indemnify, defend and hold harmless CSUDH, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of FWS, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which FWS is legally liable ("indemnitors"), or arising from FWS's or indemnitors' reckless or willful misconduct, or arising from FWS's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement.
- V. Pursuant to California Government Code § 895.4, to the full extent permitted by law, CSUDH agrees to indemnify, defend and hold harmless FWS, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of CSUDH, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which CSUDH is legally liable ("indemnitors"), or arising from CSUDH's or indemnitors' reckless or willful misconduct, or arising from CSUDH's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement.
- VI. This Agreement does not entail any additional significant expense for either party not already provided for. If significant expenses appear to develop, both parties may, by mutual consent, review and revise this written Agreement in the best interests of the Program.
- VII. Upon full execution of the Agreement, any written notice given by the parties shall be sent by registered mail to the duly authorized respective officers of each institution as indicated in Section IX.
- This Agreement may at any time be altered, changed or amended in writing by mutual agreement of the parties.
- IX. The OT fieldwork coordinator for CSUDH is: Diane Mayfield, Ed.D., OTR/L
The OT fieldwork coordinator for FWS is: _____
- X. 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.

Name: **UNIVERSITY:**

Title: Francisco Quinonez
Director of Procurement and Contracts
Address: 1000 E. Victoria St.
Carson, CA 90747

FWS:

Name: Cedric L. Hicks, Sr.
Title: Director Community Services
Address: 701 E. Carson St, CARSON

Tel. Number: (310) 243-3799
Email Address: fquinonez@csudh.edu

Tel. Number: 310 847-3570
Email Address: Chicks@Carson.Ca.us

CALIFORNIA STATE UNIVERSITY,
DOMINGUEZ HILLS

By:  7/13/15
Authorized Signature Date

By:  7/13/15
Authorized Signature Date