



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.

EXHIBIT NO. 1

- 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 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.

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

FWS: The City of Carson

Name: Lula Davis-Holmes

Title: Mayor

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

Phone: 310-952-1720

By:

Designee

Date

By:

Authorized Signature

Date

Procurement and Contracts

Logistical & Support Services

APPROVED AS TO FORM:

ATTEST:

By:

Sunny K. Soltani, City Attorney

By:

John Carroll, Chief Deputy City Clerk