



33905

Agreement Number: _____

STUDENT FIELD PLACEMENT AGREEMENT

This Agreement is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach, hereinafter called "University" and **CITY OF LONG BEACH, A MUNICIPAL CORPORATION**, hereinafter called "Facility" for field placement of University students at Facility in accordance with the attached exhibit which by this reference is incorporated into and made part of this agreement.

Exhibit A Specific Protocol, consisting of two pages

APPROVED AS TO FORM

May 27, 2015

CHARLES PARKIN, City Attorney

By

KENDRA L. GARNEY
DEPUTY CITY ATTORNEY

GENERAL PROVISIONS

Insurance & Indemnification

University and Facility shall each be responsible for damages caused by the negligence of its directors, officers, agents, and employees occurring in the performance of this Agreement. The provisions of this paragraph, as intended by University and Facility, shall be interpreted to impose on each party responsibility for the negligence of their respective officers, agents, and employees.

Each party shall maintain commercial general liability or a program of self insurance with limits of not less than \$1 million per occurrence or \$3 million aggregate.

University does not provide medical, health, or non-travel accident insurance for students participating in field placements.

Should Facility require proof of professional liability insurance coverage, the participating student is responsible to obtain such proof from the University's Office of Risk Management. University does not provide medical malpractice insurance coverage for students participating in non-allied health/non-therapeutic field placements.

The Parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the University or the Facility for purposes of Workers' Compensation coverage or benefits.

Services Responsibility

The Facility retains professional and administrative responsibility for the services rendered at the Facility.

Student Safety and Personal Risk

The Facility shall inform the participating student of any potential health or safety risks associated with their field placement.

Term of Agreement

The term of this Agreement shall be operative from date of full execution until 1/30/2019. However, either party may cancel this Agreement upon thirty (30) days written notice.

Confidentiality

All parties shall abide by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 Privacy Rule, which provides for comprehensive Federal protection for the privacy of personal health information.

California State University Long Beach

1250 Bellflower Blvd., BH-346

Long Beach, CA 90840-0123

Phone: 562-985-8574 Fax: 562-985-5432

Andrew Calderon

Authorized Signature

Andrew Calderon

Contract Manager

Date: 6/22/2015

Agency: City of Long Beach, a Municipal Corporation

Address: 2760 Studebaker Rd.

Long Beach, CA 90815-1697

Phone: 562.570.6916

Patrick H. West

Authorized Signature

Patrick H. West

City Manager

Date: 6/12/15

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Assistant City Manager



SPECIFIC PROTOCOL
RECREATION AND LEISURE STUDIES
Student Field Placement Agreement
Exhibit A

The California State University Long Beach (University) Recreation and Leisure Studies Program has been approved by the California State University (CSU) Trustees and accredited by the Western Association of Schools and Colleges and the Council on Accreditation sponsored by the National Recreation and Park Association.

This program requires clinical fieldwork experience/internship in professional agencies. Therefore, University and Facility recognize the mutual benefit in having students of the University's Recreation and Leisure Studies Department use the Facility for their fieldwork experience.

At all times during operation of this contract the intern will be in a student-educational institutional relationship and not considered to be an employee or agent of either University or Facility.

I. FACILITY SHALL

- A. Permit students, designated by the University pursuant to Paragraph "II. A" below to receive Recreation and Leisure Studies fieldwork experience at Facility, and shall furnish and permit such students, and University instructors free access to a variety of professional opportunities within the scope of services offered by the Facility for such internship experience.
- B. Maintain the facilities and provide opportunities in such a manner that the minimum essentials (adequate supervision, safe environment and access to facility and supplies) for an approved fieldwork experience shall be met at all times.
- C. Permit and encourage members of the Facility's staff to participate in the instructional phase of the fieldwork experience.
- D. Permit the Facility's Director or other designated personnel to attend meetings of the University's Recreation and Leisure Studies Faculty, or any committee thereof, to coordinate the internship experience of the program provided for under this agreement.
- E. Have the right, after consultation with the University, to refuse to accept for further internship experience a University student who in the Facility's judgment is not participating satisfactorily in said program.
- G. Notify the University's instructors, of any change in the professional credential status of the Facility's Recreation Therapists (where applicable).



II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:

- A. Make an official request to the Facility for placement of a student or students within the Facility for the student's fieldwork experience.
- B. Keep all academic records of students participating in said program.
- C. Designate a staff member to participate with the Facility designee in implementing and coordinating the program of supervised field placement.
- D. Require every student to conform to all applicable Facility policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the University and Facility.
- E. In consultation and coordination with the Facility's Director and staff, plan for the internship experience to be provided to students under this Agreement.
- F. In consultation and coordination with the Facility's Director arrange for periodic conferences between appropriate representatives of the University and Facility to evaluate the internship experience provided for under this Agreement.

III. FACILITY AND UNIVERSITY SHALL AGREE AS FOLLOWS:

- A. The Facility and University shall be jointly responsible for determining and evaluating the program of experiences for the student assigned to the Facility.
- B. Neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the internship, other than those expenses defined in writing.
- C. That in compliance with the Civil Rights Act of 1964 (Title VI and Title VII), Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990, neither party will discriminate on the basis of race, color, national origin, ethnicity, religion, sex, handicap, or age in any of its policies, procedures, or practices, nor discriminate on the basis of marital status or sexual orientation.