

**CONTRACT NAME: AGREEMENT BETWEEN CALIFORNIA STATE UNIVERSITY,  
SACRAMENTO AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement provides social service experience placements in DJUSD to students enrolled in undergraduate, education credential, and/or master's degree programs through Sacramento State University. The term of this agreement is from July 1, 2018 to June 30, 2023.

**FISCAL IMPACT:** There is no financial impact to the district.

# **California State University, Sacramento**

**Procurement and Contract Services  
6000 J Street, MS 6008 Sacramento, Ca 95819**

## **STUDENT PLACEMENT AGREEMENT FOR EDUCATIONAL AND/OR CLINICAL EXPERIENCE IN A NURSING, ALLIED HEALTH OR SOCIAL WORK PROGRAM**

This Agreement is made and entered into by and between Davis Joint Unified School District, hereinafter referred to as the "Facility" and California State University, Sacramento, on behalf of its Nursing, Allied Health or Social Work programs, hereinafter referred to as "University".

### **WITNESSETH:**

WHEREAS, this Agreement shall replace and supersede any existing agreement between the parties for student placement and similar activities under Nursing, Allied Health or Social Work programs; and

WHEREAS, University operates fully accredited health sciences programs offering degrees in a variety of allied health professions and health program fields and the University's Nursing, Allied Health, and Social Work programs require their students to have clinical experience and the use of clinical facilities; and

WHEREAS, the Facility is willing to permit the use of its clinical or public health facilities and services for the education of said students, under the circumstances herein defined: and;

WHEREAS, it is to the mutual benefit of the parties hereto that students of the University's Nursing, Allied Health and/or Social Work programs use the facilities of the Facility for their clinical experience

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

### **I. 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. Student placement for educational and/or clinical experience to be afforded under this agreement shall include the University Nursing, Allied Health, and Social Work programs as agreed upon between Facility and each specific Program.
- D. Facility is not obligated to accept students from more than one Program but may do so if desired.

### **II. FACILITY'S RESPONSIBILITIES**

- A. Clinical Experience. Facility shall accept from University the mutually agreed upon number of students enrolled in the Program and shall provide the students with supervised clinical experience.
- B. Facility Designee. Facility shall designate a member of its staff to participate with University's designee in planning, implementing, and coordinating the Program.
- C. Orientation Program for University Instructors. Facility shall provide an orientation for University instructors who will oversee students in the Program, and shall include all information and materials that University instructors are to provide during the student orientation required in paragraphs III.D and III.F.6.
- D. Access to Facilities. Facility shall permit students enrolled in the Program access to Facility facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with Facility's activities.
- E. Records and Evaluations. Facility shall maintain complete records and reports on each student's performance and provide an evaluation to University on forms the University shall provide.
- F. Withdrawal of Students. Facility may request that University withdraw from the placement any student who Facility determines is not performing satisfactorily, refuses to follow Facility'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 Facility's request. University shall comply with the written request within five (5) days after actually receiving it.
- G. Emergency Health Care/First Aid. Facility 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, Facility shall have no obligation to furnish medical or surgical care to any student.
- H. Student Supervision. Facility shall permit students to perform services for patients only when under the supervision of a registered, licensed, or certified clinician/professional on Facility's staff. Such clinicians or professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their Facility-designated supervisors. Students are to be regarded as trainees, not employees, and are not to replace Facility's staff.
- I. Facility's Confidentiality Policies. As trainees, students shall be considered members of Facility's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Facility's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Facility shall provide students with substantially the same training that it provides to its regular employees.

### III. UNIVERSITY'S RESPONSIBILITIES

- A. Student Profiles. University shall advise each student enrolled in the Program to complete and send to Facility 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. Facility shall regard this information as confidential and shall use the information only to identify each student.
- B. Schedule of Assignments: University shall notify Facility'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. University shall designate a faculty member to coordinate with Facility's designee in planning the Program to be provided to students.
- D. Orientation Program. University instructors shall attend an orientation provided by Facility, and shall provide a similar orientation to students at the beginning of their enrollment in the Program.
- 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 Facility's clinical and administrative policies, procedures, rules and regulations;
  - 2) Submitting to health and background screenings as required by the Facility and assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations. Students are responsible to meet all clinical requirements as outlined in the associated program for which they are enrolled including but not limited to an undergraduate student handbook.
  - 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 medical record, 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 patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience.
    - b) Neither University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by Facility that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.
    - c) Facility shall reasonably assist University in obtaining patient 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.

- d) Nursing Students only are responsible for annual regulatory training including HIPAA training by completing all required HealthStream modules prior to entering clinical and are responsible for completing child abuse and California Mandated Reported Training by the second week of clinical.
  - 5) Complying with Facility's dress code and wearing name badges identifying themselves as students;
  - 6) Attending an orientation to be provided by their University instructors;
  - 7) Notifying Facility immediately of any violation of state or federal laws by any student; and
  - 8) Providing services to Facility's patients only under the direct supervision of Facility's professional staff.
  - 9) For Nursing Program Students Only, the following shall also apply:
    - a) Nursing Students are responsible to meet all clinical requirements as outlined in the School of Nursing Undergraduate Student Handbook including immunization requirements, professional liability insurance, criminal background check, drug and alcohol screening, CPR certification, personal health insurance, and automobile insurance;
    - b) Nursing Students are responsible for annual regulatory training including HIPAA training by completing all required HealthStream modules prior to entering clinical.
    - c) Nursing Students are responsible for completing child abuse and California Mandated Reported Training by the second week of clinical.
- 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 Facility. For purposes of this agreement, however, students are trainees and shall be considered members of Facility's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

#### IV. GENERAL PROVISIONS

##### A. Non-Discrimination

The parties agree that all students receiving training pursuant to this Agreement will not be subject to or engage in discrimination or harassment on account of Age, Disability (physical or mental), Gender (or sex), Gender Identity (including transgender), Gender Expression, Genetic Information, Marital Status, Medical Condition, Nationality, Race or Ethnicity (including color or ancestry), Religion (or Religious Creed), Sexual Orientation, sex stereotype, and Veteran or Military Status ("Protected Characteristics") and/or retaliation based on either making a complaint or participating in an investigation of alleged discrimination or harassment. Facility acknowledges that the University reviews any campus community complaints of discrimination, harassment, sexual misconduct, dating violence, and stalking based on a Protected Characteristic and retaliation under

the terms of California State University Executive Orders 1097 and 1096 (which can be found at <http://www.calstate.edu/eo/>). If the Facility receives a complaint from a student at the Facility alleging discrimination, harassment or retaliation and/or otherwise becomes aware of potential discrimination, harassment or retaliation by or against a student, the Facility will promptly notify the Sacramento State Office for Equal Opportunity (<http://www.csus.edu/hr/departments/equal-opportunity/>) so that appropriate action may be taken. This report will be made even if the Facility has its own policies and/or procedure for addressing harassment and discrimination concerns.

**B. Status of University and Facility**

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 Facility or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of Facility's "workforce" for purposes of HIPAA compliance.

**C. Insurance**

1. **Student Insurance.** All students performing field work, clinical placements, or similar activities who are registered in for-credit courses for which the placements are required are covered with general and/or professional liability insurance through the California State University Risk Management Authority (CSURMA) Student Professional Liability Insurance Program (SPLIP). A certificate of insurance can be obtained upon request for Student Professional Liability.
2. **Facility Insurance.** Facility 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. Facility shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Facility shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
3. **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 maintains self-insurance programs to fund its respective liabilities.

**D. Indemnification**

1. University agrees to indemnify, defend and hold harmless Facility and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from University's negligence, or in proportion to the University's comparative fault.
2. Facility agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from Facility's negligence, or in proportion to the Facility's comparative fault.

E. Term and Termination

1. Term. This Agreement shall become effective as of the date of final execution and shall remain in effect for 5 years.
2. 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.

F. 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, Paragraphs H and I; Section III, Paragraph F, subdivisions 4.a), 4.b), and 4.c); Section III, Paragraph G, to the extent it provides that students are members of Facility'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.

G. 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.

H. 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.

I. 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. Original copies of the Agreement sent by facsimile or electronic delivery (.pdf) shall be treated as originals.

J. 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.

K. Notices

Any written notice given under this agreement shall be sent to California State University, Sacramento, Procurement and Contract Services, 6000 J Street, Mail Stop 6008, Sacramento, CA 95819.

L. 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.

V. EXECUTION

IN WITNESS WHEREOF 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.

**California State University, Sacramento**

**Davis Joint Unified School District**

By: \_\_\_\_\_  
Suzanne Swartz  
Contract Management Specialist

By: \_\_\_\_\_  
(signature)  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_