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# CALIFORNIA STATE UNIVERSITY, STANISLAUS MASTER OF SOCIAL WORK PROGRAM

**Field Practicum Agreement** 

THIS AGREEMENT entered into by and between the State of California through the Trustees of the California State University on behalf of CALIFORNIA STATE UNIVERSITY, STANISLAUS, hereinafter called the "University", and the Agency, CONTRA COSTA COUNTY VETERANS SERVICES OFFICE, hereinafter called the "Agency", collectively together called "Parties".

#### WITNESSETH

WHEREAS, it is to the mutual benefit of the parties that students of the University's Social Work Program use the facilities of the Agency for their field practicum program.

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

#### **PARTIES**

UNIVERSITY: Trustees of the California State University

California State University, Stanislaus

One University Circle
Turlock, California 95382

AGENCY: Contra Costa County Veterans Services Office

10 Douglas Drive #100 Martinez, CA 94553

TERM: May 1, 2021 through April 30, 2026.

## **AGENCY SHALL**

- 1. Permit each student who is designated by the University to receive a social work field practicum at the Agency and shall furnish, and permit such students and designated field instructors free access to appropriate Agency facilities for the field practicum.
- 2. Furnish appropriate Agency facilities, in such a manner that there will be no conflict in the use between the University's students and students from other educational institutions, if any.
- 3. Maintain the Agency facilities used for the field practicum in such a manner that the facilities shall be available to the students and field instructor when needed.
- 4. Assure that staff is adequate in number and quality to provide field instruction and to insure continuous management of the student program in cooperation with the Field Coordinator.
- 5. Provide the resources necessary to provide an educationally focused field practicum in accordance with the policies and procedures of the social work program.
- 6. Provide office space, telephone access, supplies, and other materials to enable a student to function effectively in their placement.
- 7. Designate qualified field instructors, subject to approval of University Field Coordinator.

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- 8. Assure that adequate time is available for student supervision, field instructor meetings, training, and orientation.
- 9. Adhere to policies and practices reflecting nondiscrimination applied to clients, staff, and students.
- 10. Not employ discriminatory practices in its selection of students and in its performance hereunder on the basis of sex, sexual orientation, race, color, ancestry, ethnicity, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave.
- 11. Orient MSW students as to the role and responsibilities of students in the Agency.
- 12. Supervise all instruction and field practicum experience given at the Agency to the assigned student.
- 13. Be responsible for the student's professional activities and conduct while in the Agency.
- 14. Have the right, after consultation with the University, to refuse to accept further placements of the University's students who in the Agency's judgment are not participating satisfactorily in the program.
- 15. Notify the University Field Coordinator and the field instructors, in advance, of any change in the Agency's personnel appointments which may affect the student field program.
- 16. Hold harmless, defend and indemnify University against all claims, demands, suits, judgments, expenses and costs of any kind and every kind, insofar as they may legally do so, on account of the injury to or death of persons or loss or damage to property arising in any manner out of the acts or omissions of Agency's officers, agents or employees in the performance of this Agreement.
- 17. 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 two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) 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. Agency shall also maintain and provide evidence of workers' compensation for its employees as required by law. Agency shall provide University with evidence of the insurance coverage as required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. Agency shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
- 18. Maintain a working and learning environment free from sexual harassment of its students, employees and those who apply for student or employee status.
- 19. Be aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Agency is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. Agency, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Agency will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Agency becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

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### UNIVERSITY, THROUGH THE MSW PROGRAM, SHALL

- 1. Designate the students who are enrolled in the Social Work Program of the University to be assigned for field practicum at the Agency, in such numbers as are mutually agreed to by both parties.
- 2. In consultation and coordination with the Agency's representatives, establish a plan for the field practicum to be provided to students. The plan will provide clear expectations and procedures for the implementation of the practicum.
- 3. Provide the necessary faculty liaisons for the field practicum program provided for under this Agreement.
- 4. Keep all attendance and academic records of students participating in the practicum program.
- 5. Require every student to conform to all applicable Agency policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the University and Agency.
- 6. Require designated field instructors to notify Agency's representatives of the:
  - a. Student placement schedule
  - b. Placement of students in field assignments.
  - c. Changes in field assignments.
- 7. In consultation and coordination with the Agency's administration staff there is the expectation that periodic conferences are routinely scheduled between the assigned faculty liaison and Agency staff to monitor and coordinate the field practicum experience.
- 8. Provide and be responsible for the care and control of the University's educational supplies, materials and equipment, used for instruction during the program.
- 9. Orient and train field instructors as to the University's relevant academic policies and the social work program's curriculum focus; its policies, procedures, and philosophy.
- 10. Maintain formal communication with participating agencies with the ongoing expectation that faculty liaisons routinely meet with field instructors to ensure coordination and open communication.
- 11. Provide training to field instructors on the educational aspects of field instruction.
- 12. Provide ongoing support and assistance to field instructors, students, and agencies to promote an educationally based practicum experience.
- 13. Hold harmless, defend and indemnify Agency against all claims, demands, suits, judgments, expenses, and costs of any kind, insofar as they may legally do so, on account of the injury to or death of persons or loss or damage to property arising in any manner out of acts or omissions of University officers, agents, employees or students in the performance of this Agreement.
- 14. Shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation as required by law. Upon request, University shall provide Agency with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to Agency. University shall promptly notify Agency of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

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15. Shall ensure that each student in the Program procures and maintains in force during the term of this Agreement, at the student's sole cost and expense, professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best. University shall require each student in the Program to present evidence of his or her professional liability coverage to Agency.

### **GENERAL PROVISIONS**

- 1. This Agreement may be terminated by either party after giving the other party six (6) months advance written notice of its intention to so terminate. Any such termination by the Agency shall not be effective, at the option of the University, for any student until such student has completed the program for the then current academic year.
- 2. The parties agree that Agency is not to assume nor shall it assume by this Agreement any liability under the California Worker's Compensation Insurance and Safety Act for, by or on behalf of any University students or University instructors while said students or instructors are on the premises of the Agency or while performing any duty whatsoever under the terms of this Agreement or while going to or from any of Agency's facilities.
- 3. University shall inform each student regarding the lack of coverage for Worker's Compensation Insurance by either party.
- 4. All students shall be required, as a condition of participation in field practicum, to release from liability the Agency and its representatives for any and all acts performed in good faith and without malice in connection with field practicum.
- 5. This document contains the entire agreement and understanding of the parties and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. This Agreement may at any time be altered, changed or amended by mutual agreement of the parties in writing.

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.

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