

Clinical Student Placement Agreement

This Agreement is entered into between the Trustees of the California State University on behalf of **San José State University**, located at One Washington Square, San Jose, CA 95192, hereinafter called (“the University” and/or “Trustees”), and Santa Rosa City Schools, located at 110 Stony Point Road, Suite 225 Santa Rosa, CA 95401, hereinafter called (“the Learning Site”). The University and the Learning Site are hereinafter referred to collectively as the “Parties”. This Agreement is effective as of the date of the last executed signature.

RECITALS

Whereas: The University operates fully accredited undergraduate and graduate degrees in the following allied health programs: nursing, wound & ostomy, occupational therapy, recreation therapy, communicative disorders and sciences, audiology, social work, psychology, nutrition, food science and packaging and clinical laboratory science, and desires access to facilities in which students can obtain broader clinical learning experiences;

Whereas: The Learning Site has the facilities and professional expertise to provide clinical education to students and is willing to provide a clinical training Program (“Program”) for the University’s Students; and

Whereas: The Parties agree that it is to their mutual advantage for selected students of the University to obtain their clinical experience at the Learning Site’s facilities in accordance with the University’s educational programs and the requirements of applicable accreditation organizations;

Now, therefore, in consideration of the foregoing and mutual covenants set forth below, the Parties agree as follows:

I. GENERAL 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 before the training begins.
- B. The starting date and length of each Program training period shall be determined by mutual agreement.

II. UNIVERSITY’S RESPONSIBILITIES

- A. Student Profiles. University shall advise each student enrolled in the Program to complete and send to Learning Site 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. Learning Site shall regard this information as confidential and shall use the information only to identify with each student.
- B. Schedule of Assignments. University shall notify Learning Site’s Program supervisor of student assignments, including the name of the student, level of academic participation, and length and dates of proposed clinical training Program experience.

- C. Program Coordinator. University shall designate a faculty member to coordinate with Learning Site's designee in planning the Program to be provided to students.
- D. Records. University shall maintain all personnel records for its staff and all academic records for its students.
- E. Student Responsibilities. University will notify students in the Program that they are responsible for:
- 1) Complying with Learning Site's administrative policies, procedures, rules and regulations;
 - 2) Arranging for their own transportation and living arrangements if not provided by the University;
 - 3) Assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;
 - 4) Maintaining the confidentiality of client information:
 - a. Neither University nor its employees or agents shall be granted access to individually identifiable information unless the client has first given consent using a form approved by Learning Site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations;
 - b. Learning Site shall reasonably assist University in obtaining client consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the Program experience with University, its employees, or agents.
 - 5) Complying with Learning Site's dress code and wearing name badges identifying themselves as students;
 - 6) Notifying Learning Site immediately of any violation of state or federal laws by any student; and
 - 7) Providing services to Learning Site's clients only under the direct supervision of Learning Site's professional staff.
- F. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits, including the cost of any such claims, for University's employees and agents, if any, who provide services to the Program or otherwise participate under this agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, either from the University or Learning Site. For purposes of this agreement, however, students are trainees and shall be considered members of Learning Site's "workforce" as the term is defined by the HIPAA regulations at 45 C.F.R. § 160.103. [Notwithstanding the foregoing, University] Learning Site shall bear all costs, including claims costs, associated with workers' compensation coverage for student trainees.

III. LEARNING SITE'S RESPONSIBILITIES

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

IV. **NON-DISCRIMINATION**

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

V. STATUS OF UNIVERSITY AND LEARNING SITE

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 Learning Site 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 Learning Site's "workforce" for purposes of HIPAA compliance.

VI. INSURANCE

- A. University Insurance. University shall maintain in force during the term of this Agreement, at its sole cost and expense, insurance or self-insurance in amounts reasonably necessary to protect it against liability arising from 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 coverage as required by law. **Sexual Abuse and Molestation coverage shall be included under University's Commercial General Liability coverage or obtained in an amount not less than one million dollars (\$1,000,000) per occurrence; two million dollars (\$2,000,000) aggregate.** University shall provide Learning Site with evidence of the insurance required under this paragraph. University shall promptly notify Learning Site of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
- B. Learning Site Insurance. Learning Site shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance or self-insurance in amounts reasonably necessary to protect it against liability arising from 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 aggregate. Such coverage shall be obtained from a carrier rated "A" or better by AM Best or a qualified program of self-insurance. Learning Site shall maintain and provide evidence of workers' compensation coverage as required by law. Learning Site shall provide University with evidence of the insurance required under this paragraph, which will provide for not less than thirty (30) days' notice of cancellation to University. Learning Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VII. INDEMNIFICATION

- A. University shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. Learning Site shall be responsible for damages caused by the negligence of its directors, agents, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the Learning Site and University that the provisions in this paragraph are to be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

VIII. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date of the last executed signature and shall remain in effect for a term of five (5) years, unless terminated sooner.
- B. Renewal. This Agreement may be renewed upon written mutual agreement.
- C. 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.

IX. GENERAL PROVISIONS

- A. 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, Paragraph E, subdivisions 4.a), 4.b); Section II, Paragraph F, to the extent it provides that students are members of Learning Site's "workforce" for purposes of HIPAA; Section III, Paragraphs H and I; 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.
- B. 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.
- C. 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.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- E. 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.
- F. 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.

G. Notices. All notices under this Agreement must be in writing and sent by prepaid airmail and electronic mail as follows:

To University:

San José State University
One Washington Square
San José, CA 95192
Attn: [Type Fieldwork Coordinator name]

To Learning Site:

Santa Rosa City Schools
110 Stony Point Road, Suite 225
Santa Rosa, CA 95401

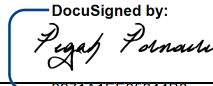
Attn: Kelley Cook
Phone: 707-890-3800 x80223
Email: kcook@srcs.k12.ca.us

X. EXECUTION

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.

Trustees

Learning Site

By: 
3971A1EE05344B8...
 Name: Pegah Pornouri
 Title: contract specialist
 Date: 3/26/2025

By: _____
 Name: _____
 Title: _____
 Date: _____