
STUDENT FIELDWORK PLACEMENT AGREEMENT

This agreement (“Agreement”) is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach (“University”) and _____ (“Facility”).
(please enter the complete legal name of the company/facility)

I. EDUCATIONAL TRAINING PROGRAMS

University offers degree programs in a wide variety of disciplines which are academically enhanced by practical experiences outside of the traditional classroom setting. This Agreement pertains to University students enrolled in a for-credit internship course (including allied health, non-allied health, and service learning courses, but not College of Education programs) and approved for placement at Facility by University. Facility shall provide practical fieldwork experience pursuant to the terms of this Agreement and serve as a learning site offering facilities, resources and training supervision to students. The parties agree to conduct fieldwork experiences as follows:

A. Facility will:

- 1) Allow University students reasonable access to its site in order to fulfil internship hours and requirements within the scope of services offered by the Facility and to meet the University program’s student learning objectives. When appropriate and agreed upon by the parties, Facility may provide a remote or off-site internship experience with supervision by Facility staff. Facility shall determine the number of students it is capable of accepting for fieldwork placement, and the academic programs that it is willing to provide training.
- 2) Assign qualified employees to supervise, coordinate and oversee the internship experience, ensure the assigned students perform tasks consistent with University’s student learning objectives, verify hours completed and provide feedback on the student’s performance. When required by state or professional licensing boards, Facility will assign a supervisor or preceptor that is a licensed practitioner in the applicable health sciences field to oversee the students in the clinical education training program.
- 3) Facility shall provide an orientation of its site and all relevant policies and procedures to assigned students and University faculty. Facility shall inform the participating student of any potential health or safety risks associated with the location of their field placement.
- 4) Allow management or employees to participate in meetings with University, complete verification forms or otherwise communicate with University faculty regarding the program.
- 5) Have the right to refuse participation to any University student who is not participating satisfactorily in the program. In the event Facility determines a student is not satisfactorily participating in the program, Facility shall consult with the assigned University faculty advisor regarding the reasons for denying participation.
- 6) Coordinate emergency first aid or medical treatment if a student suffers an injury or illness during the course of a student’s fieldwork education experience.

B. University will:

- 1) Be responsible for development, organization, and implementation of the academic curriculum and student learning objectives related to the internship training program.
- 2) Make an official request to Facility for placement of students for fieldwork experience. University will provide Facility with the name and area of study for each prospective placement with Facility.
- 3) Maintain all academic records of students participating in the academic program according to University records retention requirements.
- 4) Establish the student learning objectives for the academic program’s fieldwork experience and provide Facility with a copy for each academic program.
- 5) Designate a faculty member to participate with the Facility designee in implementing and coordinating the program of supervised fieldwork placement.
- 6) Coordinate with Facility’s site supervisor and staff regarding the internship experience to be provided to students.

- 7) Advise students they are required to conform to all applicable Facility policies, procedures and regulations.
- 8) Coordinate meetings and discussions with Facility's staff to evaluate the effectiveness of the fieldwork experience.

II. **GENERAL PROVISIONS**

- A. Term of Agreement** - The term of this Agreement shall begin upon complete execution and continue until _____. Either Party may terminate this agreement upon thirty (30) days written notice to the other Party. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students enrolled at that time shall be allowed to continue their placement until the conclusion of that academic semester.
- B. Relationship of Parties** – Facility (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors. Students performing internship work are learners, completing course requirements for academic credit towards a degree or certification, and are not employees or agents of University.
- C. Legal Responsibility** – Facility shall be responsible for damages caused by the negligence of its officers, employees and agents. University shall be responsible for the damages caused by the negligence of its officers, employees and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees and agents, consistent with California law.
- D. Insurance** – Each party to this agreement shall, at its own cost and expense, maintain general liability insurance, comprehensive or commercial form, with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 general aggregate, and workers compensation coverage as required by law. If Facility offers medical or professional services, Facility shall also carry professional liability (or errors and omissions) coverage with the same minimum limits. University shall arrange for students to be covered by an insurance policy providing general and professional liability with limits of \$2,000,000 each occurrence and \$4,000,000 general aggregate.
- E. Confidentiality of Student Information** – University student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
- F. Pre-Placement Screening** – If Facility requires a health history, tuberculosis testing, or current immunization records for University students prior to placement, students shall provide satisfactory documentation directly to Facility. If Facility requires University students undergo a background check or fingerprinting prior to placement, University students shall provide satisfactory results directly to Facility. If the Facility is a school or school district and University students will have more than limited contact with Facility's students, University students shall be finger-printed as required by California Education Code §45125.1, provide Facility with proof of health clearance, and possess a negative TB test result dated within the last four years prior to beginning any fieldwork at Facility.
- G. Confidentiality of Facility Records** – [*For clinical/medical placements only*] All of Facility's medical records and charts used or created in connection with clinical training shall be and shall remain the property of Facility. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Students shall be considered to be members of Facility's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) §160.103.
- In the course of clinical training at Facility, students may have access to "Protected Health Information," as defined at 45 C.F.R. §160.103, and shall be subject to Facility's HIPAA Privacy and Security policies and procedures. Students may be required to participate in training related to Facility's HIPAA Privacy and Security policies and procedures.
- The Parties agree that University is not a "business associate" of Facility under HIPAA. University will not perform or assist with the performance of covered HIPAA functions on behalf of Facility. There will be no exchange of individually identifiable protected health information between University and Facility.
- H. Governing Law** – This Agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law. All actions or proceedings arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the County of Los Angeles, State of California.
- I. Endorsement** - Nothing contained in this Agreement shall confer on any party the right to use the other party's name as an endorsement of a product or service, or to advertise, promote or market any product or service.

- J. Fair Labor Standards Act and Displacement of Organization Employees** – It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of Facility. Work performed by students is toward the completion of course/programs for their academic degree.
- K. Locations** – If Facility operates more than one location capable of accepting student interns, all locations under its management or control will be covered by the terms of this Agreement.
- L. Nondiscrimination** – Neither Party shall discriminate unlawfully against any student in placement or continuation of a fieldwork program, nor shall they discriminate unlawfully against any employee or applicant for employment.
- M. Services Responsibility**- Facility retains professional and administrative responsibility for all services rendered at Facility.
- N. Assignments** - This Agreement is not assignable in whole or in part by either Party.
- O. Severability** - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
- P. Authority** - Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
- Q. Entire Agreement** – 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. No amendment, alternation or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto.

Facility:

Facility Name

Street address

City, State, Zip

Phone Number

e-mail

Facility Authorized Signature

Date

Name and Title

University:

California State University, Long Beach
 Attn: Procurement & Contractual Services
 1250 Bellflower Blvd., BH-346
 Long Beach, CA 90840-0123
 (562)985-4296 FM-ContractServices@csulb.edu

University Authorized Signature

Date

Name and Title