

**AGREEMENT BETWEEN CALIFORNIA STATE UNIVERSITY, SACRAMENTO  
AND XXXXXXX UNIFIED SCHOOL DISTRICT  
STUDENT PLACEMENT AGREEMENT FOR EDUCATIONAL AND/OR CLINICAL  
EXPERIENCE IN A NURSING, ALLIED HEALTH OR SOCIAL WORK PROGRAM**

This Agreement is between the XXXXX Unified School District (“District”) and California State University, Sacramento (“University”), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Nursing, Allied Health or Social Work Programs through which University students (“Unpaid Interns”) will gain experience in the public school setting. This Agreement applies to unpaid service learning placements for University-enrolled students; it does not apply to student teacher placements that are part of a credentialing program.

**TERM OF THE AGREEMENT**

This Agreement shall become effective as of the date of final execution and shall remain in effect for a term of five (5) years, unless terminated sooner. Either party may terminate this Agreement on 30 days’ written notice to the other party; 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.

**DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES**

1. Accept from University the mutually agreed upon number of students enrolled in the Program and shall provide the students with supervised clinical experience.
2. Designate a member of its staff to participate with the University’s designee in planning, implementing, and coordinating the Program.
3. 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 section 4 of University Responsibilities and section 6 of Student Responsibilities.
4. 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 District’s activities.
5. The District will maintain complete records and reports on each student’s performance and provide an evaluation to the University on forms the University shall provide.
6. The District may request that University withdraw from the placement any student who District determines is not performing satisfactorily, refuses to follow District 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 District’s request. University shall comply with the written request within five (5) days of receipt.
7. District 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, District shall have no obligation to furnish medical or surgical care to any student.
8. Permit students to perform services for patients only when under the supervision of a registered, licensed, or certified clinician/professional on District’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 District-designated supervisors. Students are to be regarded as trainees, not employees, and are not to replace District's staff.

9. As trainees, students shall be considered members of District's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. §160.103, and shall be subject to District's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, District shall provide students with substantially the same training that it provides to its regular employees.

#### **UNIVERSITY RESPONSIBILITIES**

1. Advise each student enrolled in the Program to complete and send to District 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/her student profile before the Program training period begins. District shall regard this information as confidential and shall use the information only to identify each student.
2. Notify District's Program supervisor of student assignments, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.
3. Designate a faculty member to coordinate with District's designee in planning the Program to be provided to students.
4. University instructors shall attend an orientation provided by District, and shall provide a similar orientation to students at the beginning of their enrollment in the Program.
5. Maintain all personnel records for its staff and all academic records for its students.
6. Notify students in the Program of their responsibilities.
7. University will be responsible for ensuring that students have appropriate insurance coverage.

#### **STUDENT RESPONSIBILITIES**

1. Complying with District's clinical and administrative policies, procedures, rules and regulations.
2. Submitting to health and background screening as required by the District 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 District that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.

- c) District 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. Comply with District's dress code and wearing name badges identifying themselves as students.
  6. Attend an orientation to be provided by their University instructors.
  7. Notify District immediately of any violation of state or federal laws by any student.
  8. Providing services to District's patients only under the direct supervision of District's professional staff.
  9. For Nursing 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.

**STATUS OF UNIVERSITY, DISTRICT, AND UNIVERSITY STUDENTS**

The parties expressly understand and agree that all University Program Students in District schools pursuant to this Agreement are doing so for educational purposes only, and Program Students are not considered employees, volunteers or agents of either University or District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. For the purposes of this agreement, however, students are trainees and shall be considered members of the District's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. §160.103. It is the responsibility of University to provide written notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

**LIABILITY INSURANCE & WORKERS' COMPENSATION**

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Unpaid Interns, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars

(\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on any individuals considered as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

#### **NO WORKERS' COMPENSATION LIABILITY**

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any student or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any District facility. University shall provide written notice to each student regarding the lack of coverage of Workers' Compensation insurance by either party.

#### **INDEMNIFICATION**

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

## **ADDITIONAL PROVISIONS**

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

### **DISTRICT**

### **UNIVERSITY**

California State University, Sacramento  
Procurement and Contract Services  
6000 J Street, Mail Stop 6008  
Sacramento, CA 95819

This agreement may be altered, changed or amended by mutual agreement of the parties in writing.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.