

CLINICAL INTERNSHIP AGREEMENT

This Agreement is between Mt Diablo Unified School District, (“Facility”) and California State University, Sacramento (“University”), and is dated as of May 3, 2012.

- A. Facility is a public school
- B. University operates fully accredited health sciences programs offering undergraduate degrees including speech pathology.
- C. The parties will both benefit by making a clinical training program (“Program”) available to University students at Facility.

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 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. Internships to be afforded under this agreement shall include Speech Pathology only.

II. 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. Also assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;
 - 3.) Providing 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. **[REQUIRED PROVISION/HIPAA]**
 - 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. **[REQUIRED PROVISION/HIPAA]**
 - 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; **[REQUIRED PROVISION/HIPAA]**
 - 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.

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. **[PRIOR SENTENCE IS REQUIRED PROVISION/HIPAA**

III. 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 II.D and II.F.6) above.
- 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 program 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. **[REQUIRED PROVISION/HIPAA]**
- 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. **[REQUIRED PROVISION/HIPAA]**

IV. AFFIRMATIVE ACTION AND 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 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. **[REQUIRED PROVISION/HIPAA]**

VI. INSURANCE

- A. Student Insurance. All students performing field work, internships and similar activities who are registered in for-credit courses for which the internships are required are covered with general and/or professional liability insurance with blanket policies. A certificate of insurance can be obtained upon request for Student Professional Liability.
- B. 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 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.

- C. 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 also maintains self-insurance programs to fund its respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this agreement. Students shall be required to enroll in the University's Student Professional Liability program prior to beginning the clinical phase at FACILITY. Students shall maintain their own professional liability insurance in amounts not less than \$1,000,000 per occurrence and \$3,000,000 aggregate and be required to provide FACILITY with satisfactory evidence of said insurance.

VII. INDEMNIFICATION.

- A. 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.
- B. 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

VIII. TERM AND TERMINATION

- A. Term. This Agreement shall become effective as of the date of final execution and shall remain in effect for 5 years.
- B. 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 F, subdivisions 4.a), 4.b), and 4.c); Section II, Paragraph G, to the extent it provides that students are members of Facility'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. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

FACILITY:
MT DIABLO UNIFIED SCHOOL
DISTRICT
 1936 Carlotta Dr
 Concord, CA 94519
 Attn: Julie Braun Martin

CALIFORNIA STATE UNIVERSITY
SACRAMENTO
 6000 J St.
 Sacramento, Ca 95819-6008
 Procurement and Contract Services
 Attn: Suzanne Swartz

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.

California State University,
 Sacramento

Facility: Mt Diablo Unified School District

By: _____

By: _____

Name: Suzanne Swartz

Name: _____

Title: Contract Administrator

Title: _____

Date: _____

Date: _____