

*Please return to H. Dan Smith ED/03*

**INTERNSHIP AGREEMENT  
REQUIRED BY UNIVERSITY RISK MANAGEMENT**

**California State University, Fresno**

**Department of Counselor Education and Rehabilitation**

*August 20, 2018*

THIS AGREEMENT, made and entered into this 9th day of ~~March~~, *2018* between the Trustees of the California State University, hereinafter called the "TRUSTEES", on behalf of California State University, Fresno, hereinafter called the "INSTITUTION," and Aspiranet hereinafter called the "AGENCY."

**WITNESSETH:**

WHEREAS, the INSTITUTION provides an accredited health care program or a social services program, approved by the TRUSTEES which requires clinical experience and the use of clinical field work; and

WHEREAS, the AGENCY has field work suitable for providing clinical experience for the INSTITUTION'S program, and

WHEREAS, it is to the mutual benefit of the parties hereto that students have opportunities to participate in field work through the AGENCY for their learning experience.

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

**I. THE AGENCY SHALL:**

- a) Provide field work as presently available and as necessary for the development and maintenance of a clinical educational experience for students of the program.
- b) Maintain the AGENCY field work used for the clinical experience in such a manner that said field work shall conform to all requirements of applicable State Boards and/or Business and Professions Codes.
- c) Assure that staff is adequate in number and quality to insure safe and continuous management of the student program in cooperation with the INSTITUTION's instructor.
- d) Provide Instructors and students taking part in the field experience, whenever possible, other incidentals that may be mutually agreeable upon.
- e) Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the clinical experience at the AGENCY. Provide medical examinations or other protective measure that may be required by the AGENCY.
- f) Have the right, after consultation with the INSTITUTION, to refuse to accept for further clinical experience any of the INSTITUTION'S students who in the AGENCY'S judgment, are not participating satisfactorily.

**II. THE INSTITUTION SHALL:**

- a) Designate the students who are enrolled in the program of the INSTITUTION to be assigned for clinical experience at the AGENCY, in such numbers as are mutually agreed to by both parties.
- b) Establish a rotational plan for the clinical experience by mutual agreement between appropriate representatives.
- c) Supervise all instruction and clinical experience given at the AGENCY to the assigned students and provide the necessary instructors for the clinical experience program provided for under this agreement. Keep all attendance and academic records of students participating in said program.

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- d) Certify to AGENCY at the time each student first reports at AGENCY to participate in said program that said student will comply with all agreed upon health/insurance requirements for students of the program.
- e) Advise student to be responsible and professional while in the AGENCY. Require every student to conform to all applicable AGENCY policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the INSTITUTION and AGENCY.
- f) In consultation and coordination with the AGENCY'S representatives, plan for the clinical experience to be provided to students under this agreement.
- g) In consultation and coordination with the AGENCY'S staff arrange for periodic conferences between appropriate representatives of the INSTITUTION and AGENCY to evaluate the clinical experience program.
- h) Provide any and all instructional materials and equipment required for the Program, unless otherwise agreed by the parties.
- i) Submit to the AGENCY a schedule of the days and times when students are expected to be at the Facility, subject to approval of the AGENCY.
- j) Ensure that each student in the Program procures and maintains in force during the term of this agreement 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 not be 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. INSTITUTION shall provide evidence of insurance upon request.

### **III. GENERAL PROVISIONS:**

- a) Students are not considered employees of neither the AGENCY nor the INSTITUTION and as such are not entitled to worker's compensation coverage, benefits or compensation.
- b) In the event of unsatisfactory performance by a Student who is employed by the AGENCY, the AGENCY maintains the right to take employment action as it deems necessary and to terminate the Student from the AGENCY and participation of said program at its sole discretion and shall notify the INSTITUTION so that appropriate action may be taken immediately by the School.
- c) This agreement shall become effective on the date of countersignature and shall continue for a period of five (5) years provided; however, it may be terminated by either party after giving the other party sixty (60) days advance written notice of its intention to so terminate.
- d) TRUSTEES shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement. AGENCY shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement. It is the intention of INSTITUTION and AGENCY that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective officers, agents and employees.
- e) There shall be no monetary obligation on the INSTITUTION or the AGENCY, one to the other.

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f) This agreement may at anytime be altered, changed or amended by mutual agreement of the parties in writing. Additionally, this agreement is not legal and binding upon any of the parties concerned until signed on behalf of the TRUSTEES by the INSTITUTION, and the AGENCY.

g) As trainees, and solely for the purposes provided in this section, the students and instructors shall be considered members of the AGENCY's "workforce," as defined by the HIPAA regulations at 45 CFR §160.103, and shall be subject to AGENCY's policies protecting the confidentiality of personal health information, as well as any other confidential information that may arise out of performance of this agreement. AGENCY shall provide the students with substantially the same training that it provides to its employees for such purposes.

Any written notice given under this agreement, once executed and received by all parties, shall be sent by registered mail to each address below:

Aspiranet  
400 Oyster Point Blvd  
South San Francisco, CA 94080

Trustees of the California State University 400 Golden Shore Long Beach, CA 90802	California State University, Fresno 5150 N. Maple Ave. Fresno, CA 93740
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IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.


**INSTITUTION:**

**AGENCY:**

CALIFORNIA STATE UNIVERSITY, FRESNO

Aspiranet

By:   
(Signature)

By:   
(Signature)

Title: Director of Procurement Date: 8/23/18

Title: COO Date: 08/20/18  
~~8/9/18~~

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Title: Risk Manager Date: 8/

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** With your approval, we would prefer to return your signed and fully executed contract as a scanned .pdf document via e-mail. Please agree by completing the following:

<b>PRINTED name of appropriate person to receive contract</b>	<b>CLEARLY WRITTEN e-mail address of recipient</b>

Please check if you must have this returned via the US Mail; it will be mailed to the address listed above.