



COMPTON UNIFIED SCHOOL DISTRICT
MSW INTERNSHIP AGREEMENT

This MSW Internship Agreement ("Agreement") is made and entered into this _____ day of _____, _____ between _____, hereinafter called **PROVIDER** and **COMPTON UNIFIED SCHOOL DISTRICT**, hereinafter called **DISTRICT**. **PROVIDER** and **DISTRICT** are at times referred to herein singularly as a "Party" or collectively, as the "Parties."

WITNESSETH:

WHEREAS, the **PROVIDER** is an institution of higher learning with an accredited Master of Social Work ("MSW") Program offering its students a MSW degree;

WHEREAS, the **PROVIDER** has students within its MSW Program that require a certain number of hours of structured and supervised social work practice in a clinical environment to help students acquire the skills and knowledge needed for their chosen field of study or occupation;

WHEREAS, the **DISTRICT** is in need of MSW interns to provide supervised services to its students;

WHEREAS, the **PROVIDER** is willing to assign certain of its qualified students to be apprentices or interns to provide the services described in the next section, and the **DISTRICT** is willing to accept and supervise these interns at the **DISTRICT'S** facilities; and

WHEREAS, the Parties desire to enter into an agreement governing the provision of interns to the **DISTRICT** to provide the needed services to the **DISTRICT'S** students and to give interns their needed hours of practical supervised experience, the Parties hereby agree as follows:

AGREEMENT:

1. SCOPE OF SERVICES

PROVIDER agrees to perform the following MSW services at the times and places as set forth more fully in the attachment:

SEE ATTACHMENT "A" FOR SCOPE OF SERVICES

2. PERIOD OF PERFORMANCE

The period of performance or term of this Agreement shall begin on _____ and end by _____, unless otherwise terminated as stated in Section 11 or extended by prior mutual written agreement between the Parties.

3. DISTRICT'S DESIGNEE

The following named **DISTRICT** employee will be the **DISTRICT'S** designee in coordinating and overseeing the Scope of Services:

DISTRICT's Designee

Title

School/Department

4. DISTRICT'S MSW OBLIGATIONS

- 4.1. The **DISTRICT** shall ensure each employee supervisor who provides direct supervision of **PROVIDER'S** student(s) to be qualified and possess the necessary credentials to conduct social work. Each **DISTRICT** supervisor shall have an MSW degree, with no less than two years of social service experience.
- 4.2. The **DISTRICT** shall involve each **PROVIDER'S** student in social work with the **DISTRICT'S** students during the entire period of field experience, unless a **PROVIDER'S** student is rejected by the **DISTRICT** for inappropriate behavior, or this Agreement is terminated.
- 4.3. The **DISTRICT** shall provide adequate resources for the **PROVIDER'S** students in order for them to provide appropriate services to the **DISTRICT'S** students.
- 4.4. The **DISTRICT's** supervisors shall evaluate the performance of their assigned **PROVIDER'S** students and shall notify the **DISTRICT'S** designee of any cause of dissatisfaction with, misconduct of, or any other difficulties in the work performance of the **PROVIDER'S** student.
- 4.5. The **DISTRICT** shall provide the **PROVIDER'S** students and the **DISTRICT'S** supervisors with an emergency response plan to ensure the personal safety and security of **PROVIDER'S** students, **DISTRICT'S** supervisors, and **DISTRICT'S** students in the event of an emergency.
- 4.6. Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). The **DISTRICT** will not require any **PROVIDER'S** students to waive any privacy rights (including under FERPA or the European Union's General Data Protection Regulation) as a condition for receipt of any educational services, and any attempt to do so will be void. The **DISTRICT** will comply with FERPA and will not access or make any disclosures of the **PROVIDER'S** student educational records to third parties without prior notice to and consent from the **PROVIDER** or as otherwise provided by law. If this Agreement contains a scope of work or other provision that requires or permits the **DISTRICT** to access or release any **PROVIDER'S** student records, then, for purposes of this Agreement only, the **PROVIDER** designates the **DISTRICT** as a "school official" for the **PROVIDER** under FERPA, as that term is used in FERPA and its implementing regulations.
- 4.7. The **DISTRICT** is not obligated to reimburse **PROVIDER'S** students for any costs that any of **PROVIDER'S** students incur in being an intern, as proscribed by this Agreement.

5. PROVIDER'S MSW OBLIGATIONS

- 5.1. The **PROVIDER** shall designate a point of contact for field experience (an "MSW Field Director").
- 5.2. The **PROVIDER** shall ensure the MSW Field Director contacts the **PROVIDER** and the **DISTRICT'S** designee to discuss the **PROVIDER** students' progress and advises relative to the program of study.
- 5.3. The **PROVIDER** shall ensure the MSW Field Director strives to promote harmony and cooperation between the **PROVIDER**, the **PROVIDER'S** students, and the **DISTRICT**.
- 5.4. The **PROVIDER** shall require each of **PROVIDER'S** students to sign the "Compton Unified MSW Intern Code of Conduct," provided as Attachment "B" herewith.
- 5.5. The **PROVIDER** hereby represents and warrants that each of **PROVIDER'S** students is in good academic standing with the **PROVIDER**, is within **PROVIDER'S** MSW Program, and is not a convicted sex offender.

6. GENERAL OBLIGATIONS

The Health Insurance Portability and Accountability Act ("HIPAA") and the HIPAA regulations (45 CFR Parts 160 and 164) permit covered entities to use and disclose Protected Health Information ("PHI") without patient authorization for certain specified purposes, one of which is for health care operations. Health care operations under HIPAA include the training and educational programs of covered entities, accreditation and credentialing activities. The Parties are each covered entities as defined by HIPAA and agree to the following:

- 6.1. The Parties may each disclose PHI to the other and **PROVIDER'S** students as it is necessary to carry out its respective training and educational programs, as well as to meet the accreditation requirements of each institution.
- 6.2. The Parties each represent to the other that all members of its workforce, who use, create or disclose PHI, including, as applicable, its faculty, staff, employees, and trainees have received training as required by HIPAA.
- 6.3. The Parties may disclose such PHI as is necessary for the health care operations of the other.
- 6.4. The Parties will each use and disclose the minimum necessary amount of PHI to carry out their respective training and education purposes.
- 6.5. The Parties shall use appropriate administrative, physical, and technical safeguards to prevent any use or disclosure of other's PHI other than as provided in this Agreement.

7. PAYMENT: (ATTENTION: Please select only ONE)

- ☐ A. The **DISTRICT** agrees to pay **PROVIDER** the fixed price of:

(\$0.00) or based on an N/A year contract as follows:

OR

- ☐ B. Not to exceed (NTE) _____
(\$ _____) at the fixed unit prices or rate of
(\$ _____)

- ☐ C. This is a no-cost agreement with no payment from either Party.

8. FINGERRPRINTING

Education Code section 45125.1 states that if any non-**DISTRICT** person may have any contact with any pupils, those persons shall be fingerprinted by the Department of Justice ("DOJ") before engaging in the Scope of Services in order to determine that they have not been convicted of a serious or violent felony. If the **DISTRICT** determines that more than limited student contact will occur during the performance of these services by **PROVIDER's** student(s), the **PROVIDER'S** students will not perform services until those students have been fingerprinted by the DOJ, and DOJ fingerprinting clearance certifications have been provided to the **DISTRICT**. The **PROVIDER** shall direct each of **PROVIDER'S** students to contact the following person to arrange for fingerprinting clearance:

_____.

9. INDEMNIFICATION AND HOLD HARMLESS

- 9.1.** To the furthest extent permitted by California law, the **PROVIDER** shall defend, indemnify, and hold free and harmless the **DISTRICT**, its board members officers, consultants, employees, trustees, agents, representatives, and volunteers ("Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, including without limitation the payment of all consequential damages, to the extent arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors, omissions, or willful misconduct of the **PROVIDER**, its officials, officers, employees, or agents directly or indirectly arising out of, connected with, or resulting from the **PROVIDER's** obligations under this Agreement.
- 9.2.** To the furthest extent permitted by California law, the **DISTRICT** shall defend, indemnify, and hold free and harmless the **PROVIDER**, its Indemnified Parties from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind, in law or equity, including without limitation the payment of all consequential damages, to the extent arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors, omissions, or willful misconduct of the **DISTRICT** or its Indemnified Parties directly or indirectly arising out of, connected with, or resulting from the **DISTRICT'S** obligations under this Agreement.

9.3. The obligations of this Section shall be limited to the extent of the Party's respective fault.

10. ASSIGNMENT

Neither Party shall assign this Agreement or any part thereof without the written consent of the other Party.

11. SUSPENSION OR TERMINATION

Without invalidating the Agreement, the **DISTRICT** may at any time order the **PROVIDER** to suspend all or a portion of the Scope of Services. Either Party may terminate the Agreement for convenience upon a thirty (30) days' written notice, one to the other.

12. NOTICES

Any approval, disapproval, demand, delivery notice, or other communication, which either Party may desire or be required to give the other Party with respect to this Agreement shall be in writing and be given by email, personal delivery, overnight delivery, facsimile, or United States mail, postage prepaid, direct to the following addresses, or such other addresses as the Parties may hereafter designate:

DISTRICT:

COMPTON UNIFIED SCHOOL DISTRICT

Accounts Payable
501 S. Santa Fe Ave.
Compton, CA 90221

PROVIDER:

Name

Address

City State Zip Code
()

Telephone
()

Fax

Email

13. INSURANCE

The Parties shall have and maintain insurance in force during the term of this Agreement with policy types and minimum limits identified below. The Parties shall provide to the other certificate(s) of insurance and endorsements satisfactory to the recipient. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days' written notice to the other Party prior to modification. Except for worker's compensation insurance, each Party shall have the other Party named as an additional insured on all policies. Commercial General Liability: \$1,000,000 per occurrence; \$1,000,000 personal injury annual aggregate; Automobile Liability, Any Auto (combined single limit): \$1,000,000 per occurrence; \$2,000,000 annual aggregate. Sexual Abuse or Molestation: Not less than \$2,000,000 per occurrence; \$3,000,000 excess/umbrella coverage. If a Party is self-insured, that Party shall provide the other Party with sufficient documentation demonstrating comparable self-insurance coverage. Evidence of policies and their limits shall be provided to the other Party within 14 days of the effective date of this Agreement.

14. LEGAL STATUS

The Parties, in the performance of this Agreement, shall be and act as independent contractors. Each Party understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the other Party, and are not entitled to benefits of any kind or nature normally provided employees of the other Party and/or to which the other Party's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Each Party assumes full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes.

15. COMPLIANCE WITH LAWS

Each Party shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the Party's obligations under this Agreement and the Scope of Services, as required.

16. TIME IS OF THE ESSENCE

Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

17. BOARD APPROVAL; MODIFICATION

This Agreement shall not be valid or binding upon the **DISTRICT** unless and until it has been approved by the **DISTRICT's** Board of Trustees. Any waiver, amendment, modification, consent or acquiescence with respect to this Agreement or any provision of the Agreement or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the Party to be bound thereby. Any modification or amendment of this Agreement affecting time of performance, Scope of Work or price shall not be valid or binding upon the **DISTRICT** unless and until it has been approved by the **DISTRICT's** Board of Trustees.

18. GOVERNING LAW AND VENUE

This Agreement is entered into in the County of Los Angeles and shall be interpreted and enforced according to the laws of the State of California. If any part of this Agreement is found to be invalid by a court of competent jurisdiction, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. Any litigation or other proceeding arising out of this Agreement or any breach thereof, or to enforce this Agreement or any portion thereof, shall be filed or commenced and conducted in the Los Angeles Superior Court, with no rights to demand an alternative venue.

19. NEUTRAL CONSTRUCTION

This Agreement shall be construed as if drafted mutually by the Parties through their respective counsel and therefore shall not be construed against either Party.

20. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

21. RECITALS

The recitals are true and accurate and incorporated into this Agreement by reference.

22. ENTIRE AGREEMENT

This Agreement and other documents incorporated herein by inclusion or by reference and constitute the complete and entire Agreement with respect to the subject and obligations under this Agreement. If any clause, term, or obligation of this Agreement is contradicted, waived, or modified by any clause, term or obligation of any other document incorporated herein, the terms of this Agreement shall control and be of higher precedence.

IN WITNESS WHEREOF, this Agreement has been duly executed by the below-named parties, on the day and year first written below.

PROVIDER:

**BOARD OF TRUSTEES OF THE
COMPTON UNIFIED SCHOOL DISTRICT**

Authorized Signature

By: _____
Shannon Soto, Ed. D.
Chief Administrative Officer
Business & Administrative Services

PROVIDER'S Printed Name and Title

Date: _____

Date: _____