AGREEMENT FOR OCCUPATIONAL THERAPY
BETWEEN
SAN JOSÉ STATE UNIVERSITY
AND
SAN LEANDRO UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is entered effective upon full execution by and between **SAN JOSÉ STATE UNIVERSITY** hereinafter referred to as "State", and

SAN LEANDRO UNIFIED SCHOOL DISTRICT

hereinafter referred to as "Facility",
the State and Facility are referred to collectively as the Parties.

WITNESSETH:

WHEREAS, State has an approved Occupational Therapy Program and is desirous that its students obtain fieldwork educational experience at the Facility; and WHEREAS, Facility has the facilities for furnishing such fieldwork educational experience located at:

SAN LEANDRO UNIFIED SCHOOL DISTRICT
835 E. 14th Street, Suite 200
San Leandro, CA 94577

and, WHEREAS, it is to the mutual benefit *of* the Parties to this Agreement that the Occupational Therapy students ("OT student") *of* State's program use said fieldwork education sites for their learning experience; NOW, THEREFORE, the Parties agree as follows:

1. GENERAL INFORMATION
   a) The period of time for each OT student's fieldwork educational experience shall be agreed upon by the Parties before the beginning *of* the training.
   b) The maximum number *of* OT students to receive fieldwork educational training shall be mutually agreed upon by the Parties based upon the availability *of* space and other considerations. The Facility shall have the right not to accept OT students *or* to terminate individual OT students at any time during the term *of* this Agreement.

2. NONDISCRIMINATION
   The Parties agree that all OT students receiving fieldwork educational training pursuant to this Agreement shall be selected without discrimination on account of race, sex, color, religion, national origin, age, physical or mental handicap *or* veteran's status.

3. RESPONSIBILITIES OF STATE
   a) State shall send the name, biographical data, a report *of* health status, and information about the health care coverage *or* insurance *of* each OT student to the Facility at least two (2) weeks before the beginning date *of* each fieldwork educational experience program.
   b) State shall be responsible for supplying any additional information required by the Facility prior to the Beginning date of each fieldwork educational experience.
   c) Instruction shall be provided to OT students through academic instructors employed by the State, who shall assume responsibility for all classroom instruction *of* the OT students, unless, in specific instances, other provisions are made which are mutually satisfactory to the State and Facility.

d) State shall be responsible for all instruction, supervision, control, evaluation, and discipline *of* OT students in the academic program.
e) State shall designate a faculty member to coordinate with designee *of* the Facility in the planning of the program of fieldwork educational experience to be provided to OT students.
f) State shall maintain all personnel and academic records *of* the OT students.
g) State shall enforce rules and regulations governing the OT students that are mutually agreed upon by the State and Facility.
h) State shall notify the OT students that they are responsible for:
    i. Following the administrative policies of the Facility;
    ii. Providing the necessary and appropriate uniforms, which shall be designated, but not provided, by the Facility;
    iii. Arranging for own transportation and living accommodations when not provided by the Facility;
    iv. Reporting to the Facility on time and following all established rules and regulations of the Facility;
    v. Procuring and maintaining in full force and effect professional liability insurance covering their activities hereunder, in the amount of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. OT Student will provide proof of such insurance upon request;
    vi. Arranging for their own health insurance when not provided by the State;
    vii. Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, chest x-ray and annual health examinations;
    viii. Maintaining the confidentiality of client information. No OT students shall have access to or have the right to review any medical record, except where necessary in the regular course of the program. The discussion, transmission or narration in any form by OT students of any client information of a personal nature, medical or otherwise, obtained in the regular course of the program is forbidden except as a necessary part of the program.

4. <u>RESPONSIBILITY OF FACILITY</u>
a) Facility shall accept from the State the mutually agreed upon number of OT students enrolled in the Occupational Therapy program and shall permit said OT students and faculty of the State access to appropriate Facility facilities for the fieldwork educational experience including classroom and conference room space when available, provided that the presence of the OT students shall not be allowed to interfere with the regular activities of the Facility.
b) Facility shall designate a member of the Facility staff to participate with the designee of the State in planning, implementing and coordinating the program of fieldwork educational experience.
c) Facility shall permit designated Facility personnel to participate with the faculty of the State in the instruction of the OT students; however, this shall not interfere with the service commitments of the Facility personnel.
d) Facility may request the State to immediately withdraw from the fieldwork educational experience program if any student who the Facility determines is not performing satisfactorily, who has refused to follow the Facility's administrative and client care policies, procedures, rules and regulations, including inappropriate behavior, dress, or hygiene. Such a request must be in writing and must include a statement of the reason or reasons why the Facility desires to have the OT student withdrawn. Said request shall be complied with immediately, but no later than five (5) days of receipt of same depending upon the severity of the problem.
e) Facility shall, on any day when an OT student is receiving fieldwork educational experience at its facilities, provide to OT students, health care or first aid for accidents occurring in its facilities. Except as herein provided, the Facility shall have no obligation to furnish medical or surgical care to any OT student.

5. JOINT RESPONSIBILITIES
   The designated representatives of the State and Facility may formalize by letter operational details of the fieldwork educational experience program, including a mutually agreeable schedule of the time OT students are expected to be in the Facility.

6. STATUS OF STATE AND FACILITY
   It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the State, Facility and students, but is rather an agreement by and between independent contractors, these being the State and Facility.

7. STATUS OF OT STUDENTS AND INSTRUCTORS
   It is expressly agreed and understood by the State and the Facility that the OT students under this program and their instructors are in attendance at the clinic for educational purposes, and such OT students or instructors are not considered to be employees of the Facility for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, fringe benefits of employment, or worker compensation insurance. It is agreed that State will provide Workers' Compensation coverage for OT Student for the duration of this Agreement.

8. INDEMNITY CLAUSE
   The State will save harmless and indemnify the Facility against all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of the injury to or death of persons or loss of or damage to property arising in any manner out of the State's performance of the terms of this Agreement. The Facility will save harmless and indemnify the State against all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of the injury to or death of persons or loss of or damage to property arising in any manner out of the Facility's performance of the terms of this Agreement.

9. INSURANCE
   State and Facility will procure and maintain in full force and effect adequate insurance or will self-insure their obligations under this Agreement. Facility shall be provided with verification of each student's professional liability insurance coverage prior to the beginning of each fieldwork educational experience program.

10. TERM OF AGREEMENT
    This Agreement will become effective as of the date of the last executed signature and shall remain in effect for a term of five (5) years, unless terminated sooner. Either party, after giving the other party 30-day advance written notice of its intention to so terminate, or for just cause, this agreement can be terminated immediately by either party. Should either party terminate this agreement for any reason, the terms of this Agreement may remain in full force for those existing OT Student(s) still participating in the State's program for as long as they are enrolled as OT students of the State, and the State is satisfied that the Facility meets the fieldwork educational experience requirements of the State's Program

11. ENTIRE AGREEMENT
    This Agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This Agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives effective as of the date of the last executed signature.

SAN JOSÉ STATE UNIVERSITY	**SAN LEANDRO UNIFIED SCHOOL DISTRICT**
One Washington Square	835 E. 14th Street, Suite 200
San José, CA 95192-0059	San Leandro, CA 94577

By: _____ / _____
NAME: KAREN MCCALL DATE
TITLE: CONTRACT ANALYST

By: _____ / _____
NAME: (type name) DATE
TITLE: (type title)