San José State University logo

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| Standard Student Placement Agreement Contract Template |

## Student Placement Agreement

This Agreement is between the **(Please Describe Your Agency Briefly)** and San José State University and is effective as of **(Date)**.

1. **(Describe what your Agency does. For example: Disabled Citizens Recreation Program, Portland Parks and Recreation, is a certified therapeutic recreation internship placement site, which serves individuals who have a disability and/or special needs from childhood to adulthood to assist them in developing and using their leisure time in ways to enhance their health, independence, and well-being.)**
2. San José State University operates fully accredited undergraduate and graduate programs offering degrees in several majors.
3. The parties will both benefit by making an internship program available to University students at **(State your Internship Site. For example: Disabled Citizens Recreation Program, Portland Parks and Recreation, etc.)**

The parties agree as follows:

I. General Information about the Program

1. 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 begins.
2. The starting date and length of each Program training period shall be determined by mutual agreement.

II. University’s Responsibilities

1. Student Profiles. University shall advise each student enrolled in the Program to complete and send to **(Name your site)**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. **(Name your site)** shall regard this information as confidential and shall use the information only to identify with each student.
2. Schedule of Assignments. University shall notify **(Name your site)’**s Program supervisor of student assignments, including the name of the student, level of academic participation, and length and dates of proposed internship experience.
3. Program Coordinator. University shall designate a faculty member to coordinate with **(Name your site)**’s designee in planning the Program to be provided to students.
4. Orientation Program. University instructors shall attend an orientation provided by **(Name your site)**, and shall provide similar orientation to students at the beginning of their enrollment in the Program.
5. Records. University shall maintain all personnel records for its staff and all academic records for its students.
6. Student Responsibilities. University shall notify students in the Program that they are responsible for:
7. Complying with **(Name your site)**’s administrative policies, procedures, rules and regulations;
8. Arranging for their own transportation and living arrangements if not provided by the University;
9. Assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;
10. Maintaining the confidentiality of client information:
    1. Neither University nor its employees or agents shall be granted access to individually identifiable information unless the client has first given consent using a form approved by **(Name your site)** that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing regulations; **[Required Provision/HIPAA]**
    2. **(Name your site)** shall reasonably assist University in obtaining client consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the internship experience with University, its employees, or agents. **[Required Provision/HIPAA]**
11. Complying with **(Name your site)**’s dress code and wearing name badges identifying themselves as students;
12. Attending an orientation to be provided by their University instructors;
13. Notifying **(Name your site)** immediately of any violation of state or federal laws by any student; and
14. Providing services to **(Name your site)**’s clients only under the direct supervision of **(Name your site*)***’s professional staff.
15. Payroll Taxes and Withholdings.

University shall be solely responsible for any payroll taxes, withholdings, workers’ compensation and any other insurance or benefits, including the cost of any such claims, for University’s employees and agents, if any, who provide services to the Program or otherwise participate under this agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, either from the University or **(Name your site)**. For purposes of this agreement, however, students are trainees and shall be considered members of **(Name your site)**’s “workforce” as the term is defined by the HIPAA regulations at 45 C.F.R. § 160.103. **[Prior sentence required provision/HIPAA]** [Notwithstanding the foregoing, University] **(Name your site)** shall be bear all costs, including claims costs, associated with workers’ compensation coverage for student trainees.

III. Agency’s Responsibilities

1. Internship Experience. **(Name your site)** shall accept from University the mutually agreed upon number of students enrolled in the Program and shall provide the students with supervised experience.
2. **(Name your site)** Designee. **(Name your site)** shall designate a member of its staff to participate with University’s designee in planning, implementing, and coordinating the Program.
3. Orientation Program for University Instructors. **(Name your site)** 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.F6) above.
4. Access to Facilities. **(Name your site)** shall 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 **(Name your site)**’s activities.
5. Records and Evaluations. **(Name your site)** shall maintain complete records and reports on each student’s performance and provide an evaluation to University on forms the University shall provide.
6. Withdrawal of Students. **(Name your site)** may request that the University withdraw from the program any student who **(Name your site)** determines is not performing satisfactorily, refuses to follow **(Name your site)**’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 **(Name your site)**’s request. University shall comply with the written request within five (5) days after actually receiving it.
7. Emergency Health Care/First Aid. **(Name your site)** 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, **(Name your site)** shall have no obligation to furnish medical or surgical care to any student.
8. Student Supervision. **(Name your site)** shall permit students to perform services for clients only when under the supervision of an appropriately qualified professional on **(Name your site)**’s staff. Such professionals are to be qualified or certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in staff meetings, and in-service educational programs at the discretion of their **(Name your site)**-designated supervisors. Students are to be regarded as trainees, not employees, and are not to replace **(Name your site)**’s staff. **[Required Provision/HIPAA]**
9. Agency’s Confidentiality Policies. As trainees, students shall be considered members of **(Name your site)**’s “workforce,” as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to **(Name your site)**’s policies respecting confidentiality of client information. In order to ensure that students comply with such policies, **(Name your site)** 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 internship 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 Agency

The parties expressly understand the and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either **(Name your site)**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 **(Name your site)**’s “workforce” for purposes of HIPAA compliance. **[Required Provision/HIPAA]**

VI. Insurance

1. University Insurance. University shall maintain in force during the term of this Agreement, at its sole cost and expense, insurance or self-insurance in amounts reasonably necessary to protect it against liability arising from negligent acts or incidents caused by University’s 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 shall be obtained from a carrier rated “A” or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers’ compensation coverage as required by law. University shall provide **(Name your site)** with evidence of the insurance required under this paragraph. University shall promptly notify **(Name your site)** of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
2. Agency Insurance. **(Name your site)** shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance or self-insurance in amounts reasonably necessary to protect it against liability arising from 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 aggregate. Such coverage shall be obtained from a carrier rated “A” or better by AM Best or a qualified program of self-insurance. **(Name your site)** shall maintain and provide evidence or workers’ compensation coverage as required by law. **(Name your site)** shall provide University with evidence of the insurance required under this paragraph, which will provide for not less than thirty (30) days notice of cancellation to University. **(Name your site)** shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VII. Indemnification

1. University agrees to indemnify, defend and hold harmless **(Name your site)**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’s fees, arising out of resulting from University’s sole negligence, or in proportion to the University’s comparative fault.
2. **(Name your site)**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’s fees arising out of or resulting from **(Name your site)**’s sole negligence, or in proportion to the **(Name your site)**’s comparative fault.

VIII. Term and Termination

1. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for **(number)** years, terminating on **(Date)**.
2. Renewal. This Agreement may be renewed by mutual agreement.
3. 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

1. 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 (Name your site)’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.
2. Assignment. Neither party shall voluntarily or be 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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:

**To University:**

One Washington Square

San José State University

San José, CA 95192-0060

Attn: Karen McCall, Office of Procurement

**To Agency:**

**(Your Agency Name and Address)**

Attn: **(Name of the Agency Supervisor or Agency Contact Person)**

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.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| University | |  | Agency | |
| By: |  | By: |  |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |