

THIS AGREEMENT, made and entered into this 1ST day of AUGUST, 2013 between the Trustees of the California State University, hereinafter called the "TRUSTEES", on behalf of California State University, Fresno, hereinafter called the "INSTITUTION", and FRESNO POLICE DEPARTMENT THROUGH THE CITY OF FRESNO 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 facilities; and

WHEREAS, the AGENCY has facilities 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 use the facilities of 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. AGENCY SHALL:

- a) Provide facilities 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 facilities used for the clinical experience in such a manner that said facilities 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. 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.
- 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) If requested, file with the appropriate department a statement or certificate that INSTITUTION is adequately self-insured for general liability that may arise out of its performance under this agreement.
- k) Ensure that each student in the Program procures and maintains in force during the term of this agreement, at the student's sole cost and expense, 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 one million dollars (\$1,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best. INSTITUTION shall require each student in the Program to present evidence of his or her professional liability insurance.

III. GENERAL PROVISIONS:

- a) Students are volunteers of the AGENCY and are not entitled to worker's compensation coverage. The INSTITUTION will provide workers' compensation to students for injury or disease arising out of their use of the AGENCY'S facility while participating in the INSTITUTION'S program.
- b) 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.
- c) TRUSTEES shall be responsible for damages caused by the negligence of its students, volunteers, 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 students, volunteers, officers, agents and employees.
- d) There shall be no monetary obligation on the INSTITUTION or the AGENCY, one to the other.

- e) 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.
- f) 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 shall be sent by registered mail to each address below:

Fresno Police Department
2323 Mariposa Hall
Fresno, CA 93721

Trustees of the California State
University
400 Golden Shore
Long Beach, CA 90802

California State University, Fresno
5150 N. Maple Ave.
Fresno, CA 93740-0111

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

INSTITUTION:

CALIFORNIA STATE UNIVERSITY, FRESNO

By: 
(Signature)

Title: CSU, Fresno Director of Procurement

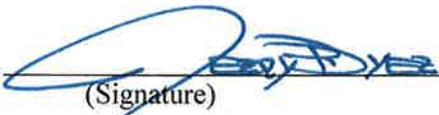
Date: 8/5/13

By: 
(Signature)

Title: CSU, Fresno Risk Management Date: 7/30/13

AGENCY:

FRESNO POLICE DEPARTMENT THROUGH THE
CITY OF FRESNO

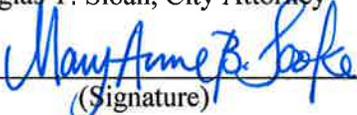
By: 
(Signature)

Title: Chief of Police Date: 7/2/13

Attest: 
(Signature)

Title: Deputy City Clerk Date: 8/14/13

Approved as to form:
Douglas T. Sloan, City Attorney

By: 
(Signature)

Title: Deputy City Attorney Date: June 24, 2013

