

19-252

**HUMBOLDT STATE UNIVERSITY
SOCIAL WORK AGREEMENT**

THIS AGREEMENT, made and entered into as of this 12th day of November 2019, pursuant to Education Code 89036, by and between THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, hereinafter called the "Trustees", on behalf of HUMBOLDT STATE UNIVERSITY, hereinafter called the "University", and Mendocino County Sheriff's Office, hereinafter called "Agency".

WITNESSETH:

WHEREAS, the Trustees have approved a Social Work Program for the University and such program requires social service experience and use of facilities for both undergraduate and masters in social work (MSW) graduate student interns; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the University's Social Work Program use the various facilities of the Agency for their community 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. TRUSTEES, THROUGH THE UNIVERSITY'S SOCIAL WORK PROGRAM, SHALL:

- A. Assume initial responsibility for the selection of students to be placed at the Agency, involve the Agency in each decision regarding placement, and place students with the mutual agreement of the Agency.
- B. Provide the Agency with written pertinent information concerning students selected for placement in the Agency.
- C. Provide a designated member of the faculty to serve as Field Director who, with the Agency's representative, plan for the social work experience to be provided to students under this Agreement, arrange for placement of students at the Agency and coordinate field supervision with the Field Faculty Liaison.
- D. Provide designated members of the faculty to serve as liaisons between the Agency and the University. These faculty members, known as the Faculty Liaison will:
 1. Serve as principle liaison between the University and the Agency.
 2. Schedule a minimum of at least two visits to the Agency each semester to review students' progress and consult with the Agency Supervisor or designated staff.
 3. Be available to the Agency for consultation when requested.
 4. Share with the Agency knowledge of the educational goals, objectives, and philosophy of the University undergraduate and graduate programs.
 5. Act as consultant, when needed, to students and agency supervisors in writing a learning agreement defining each student's educational objectives and field learning experiences.
- E. Provide consultation to the Agency Director, Agency Supervisor, and other appropriate staff of the Agency in the general development of the field program.
- F. Carry final responsibility for the administration of the field program, including decisions that affect the progress of the students, such as grades and number of field instruction hours in the Agency.
- G. Keep all attendance and academic records of students participating in said program.
- H. Be responsible for providing Professional Liability insurance coverage for the students while at the Agency's facilities:
 1. Proof of Individual Malpractice Liability insurance coverage of \$2,000,000 combined single limit per occurrence basis and not claims made, \$4,000,000 aggregate.
 2. The above insurance shall be underwritten by insurance companies authorized to do business in the State of California.
- I. Require every student to conform to all applicable policies, procedures, and regulations of the Agency, all requirements of this Agreement, and any other requirements, agreements or restrictions specified jointly by representatives of the University and the Agency.
- J. Provide Worker's Compensation coverage for each student participating in this program.

II. AGENCY SHALL:

- A. Provide the Social Work Program with a description of the placement including the function and purpose of the Agency, and the anticipated learning opportunities for students, in order to help the Social Work Program make appropriate placements of students to the Agency.
- B. Accept students for placement in the Agency, the exact number to be mutually agreed through negotiations each semester by the Agency and the Social Work Program.
- C. Accept students assigned to the Agency without regard to race, ethnic origin, sex, sexual orientation, gender, gender identity, gender expression, age, religion, disability, handicap, or political belief; but the Agency retains the right to reject individual students who, in the Agency's judgment, are not participating satisfactorily in the Agency's program.
- D. Provide students with opportunities to participate in overall Agency program and activities, as appropriate to students' learning objectives, educational needs, preparation and competency.
- E. Designate qualified Agency personnel to serve as Agency Supervisors and notify the Field Director of these assignments and/or agree to work with the University to secure off site MSW supervision to comply with graduate program requirements.
- F. Modify the schedule of the designated Agency Supervisor or designated staff to assure that adequate time is available for:
 - 1. Meeting the educational needs of students, including orientation to the Agency and its services, development of learning opportunities that involve appropriate depth and variety, preparation for conferences with students and regularly scheduled weekly, supervisory conferences with students.
 - 2. Meeting with the student and Faculty Liaison for mutually arranged meetings to discuss learning opportunities, students' performances, and the overall field program.
 - 3. Attending supervisor orientations and other program-sponsored trainings and meetings.
 - 4. Preparing written evaluation of students and participating in evaluation conferences.
- G. Provide opportunities for planned student contact with Agency staff members in addition to the Agency supervisor through whom appropriate learning opportunities can be provided.
- H. Permit student use of its facilities during the period of placement including:
 - 1. Space on a regular or as-needed basis appropriate for carrying out tasks and assignments.
 - 2. Convenient access to a telephone.
 - 3. Office supplies needed in the performance of responsibilities.
 - 4. Clerical service for records and reports for use by the Agency.
 - 5. Access to client and agency records appropriate to the learning experience.
- I. Ensure that the Faculty Liaisons and Field Director are advised of policy, service, or personnel changes that will affect the students and the placement in general.
- J. Cooperate with the Social Work Program regarding the use of Agency materials in classroom discussion and assignments with the understanding that the Social Work Program requires students to obtain permission of the Agency instructor to use Agency materials outside the Agency. Records must never be removed from the Agency. All case materials used for learning must be properly disguised.

III. UNIVERSITY AND AGENCY SHALL MUTUALLY AGREE TO:

- A. Allow students to participate in the process of field assignment by:
 - 1. Arranging for students to visit the Agency and interview appropriate personnel.
 - 2. Entering into an agreement defining students' learning objectives, field learning experience and responsibilities within the Agency.
- B. Termination of a student in the program prior to the end of the semester may be initiated by the student, agency, or social work program. The following procedure will apply:

1. Written notification of the desire, including specific reason(s) for termination must be prepared in triplicate and copies sent to the student, Agency Supervisor, and Faculty Liaisons.
2. The Faculty Liaisons will schedule separate conferences with the student and the Agency Supervisor to ascertain the validity of the termination request.
3. The Faculty Liaisons will have a joint conference with the student and the Agency Supervisor to discuss the request for termination.
4. The decision regarding termination will be forwarded in writing by the party requesting the termination to the Field Director.

C. If a recommendation is made to the Field Director by the Faculty Liaison that a student not continue in the social work program because it is believed he/she is destructive to a client or the client system, the following procedure will be followed:

1. The recommendation will be forwarded in writing to the BA or MSW Program Director by the Field Director.
2. A panel composed of a faculty member and a student selected by the student in question and the Agency Supervisor, a faculty member and student appointed by the Program Director will be convened to discuss the basis of the recommendation and to take action on the matter. The decision will be made by a simple majority.
3. The Program Director will inform the student in writing of the decision.

D. Hold Harmless Provision: Agency shall be responsible for damages caused by the negligence of its officers, employees and agents. University shall be responsible for the damages caused by the negligence of its officers, employees, and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees, and agents.

IV. This Agreement shall become effective on October 15, 2019, and shall continue until October 14, 2024. This agreement may be terminated by either party after giving the other party not less than six (6) months' advance notice of its intention to so terminate provided, however, that any such termination by the Agency shall not be effective, at the election of the University, as to any student who at the date of mailing of said notice by the Agency was participating in the Social Work Program until such student has completed the Social Work Program for the then current academic year.

V. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party shall have a right of action hereunder for any cause whatsoever.

VI. Both Parties shall procure and maintain in force during the term of this Agreement, at their sole cost and expense, insurance in amounts reasonably necessary to protect them against liability arising from any and all negligent acts or incidents caused by each party's employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best of a qualified program of self-insurance. Both parties shall maintain and provide evidence of workers' compensation coverage as required by law. Upon request, each party shall provide for not less than thirty (30) days notice of cancellation to Agency. Each party shall promptly notify the other party of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VII. Any notice given hereunder shall be in writing and personally served or deposited in the U.S. Postal Service, first class, postage prepaid to the University at 1 Harpst Street, Arcata, CA 95521-8299, Attention: Contracts Specialist, Contracts, Procurement and Risk Management and to:

Agency: Mendocino County Sheriff's Office

Address 951 Low Gap Road

Ukiah, CA 95482

Attention: Sheriff Thomas D. Allman

Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal services is obtained, whichever first occurs.

VIII. While performing this agreement, neither party shall discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, AIDS related condition, age, disability, handicap, or Vietnam veteran status.

IX. This Agreement constitutes the entire understanding between the parties and supersedes all other agreement, oral or written, with respect to the subject matter.

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

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
Humboldt State University



Digitally signed by A. Gail
Dungan
Date: 2019.09.27 13:40:16 -07'00'

Signature A. GAIL DUNGAN
Contracts Specialist
Contracts and Procurement

September 27, 2019
Date

Agency: Mendocino County Sheriff's Office

See page 6
Signature

By: Thomas D. Allman, Sheriff

Printed Name & Title

Date

See page 6
Signature

By: Katharine L. Elliott, County Counsel

Printed Name & Title

Date

HUMBOLDT STATE UNIVERSITY

September 27, 2019

SUBJECT: Social Work Agreement between Humboldt State University and Mendocino County Sheriff's Office

Amendment #1

This AMENDMENT is attached to and forms part of the Social Work Agreement between Humboldt State University and Mendocino County Sheriff's Office. To the extent that any of the terms or conditions contained in this AMENDMENT may contradict or conflict with any of the terms or conditions of the Agreement, it is expressly understood and agreed that the terms of this AMENDMENT shall take precedence and supersede the attached Agreement.

1. Section I.I. of the Agreement is hereby amended as follows:

Require every student to conform to all applicable policies, procedures, and regulations of the Agency, all requirements of this Agreement, and any other requirements, agreements or restrictions specified jointly by representatives of the University and the Agency, *including the following list of additional requirements.*

Interns are welcomed and encouraged to apply for internship placement at MCSO. In order to gain intern placement, students must adhere to the following professional standards set forth by MCSO.

- *Background Check: request for Live Scan Service.*
- *Application: including resume, cover letter and intern application.*
- *PREA: complete the Prison Rape Elimination Act (PREA) training.*
- *Dress Code: business casual attire is required for all civilian staff.*
- *Recommendation Letter: students must submit two letters of recommendation.*
- *Ex-Offenders: must be out of custody and clear of probation for an 18-month period.*
- *Use of Confidential Information: students must comply with confidential agreement.*

2. Section III.C.2. of the Agreement is hereby amended as follows:

A panel composed of a faculty member and a student selected by the student in question and the Agency Supervisor, a faculty member and student appointed by the Program Director will be convened to discuss the basis of the recommendation and to take action on the matter. ~~The decision will be made by a simple majority.~~ *The panel shall reach a decision regarding the appropriate action to be taken, however, the Agency shall have the final decision making authority as to whether a student can continue work experience at the Agency.*

IN WITNESS WHEREOF, this AMENDMENT has been executed by and on-behalf of the parties hereto, the day and year last written below.

Trustees of the California State University
on behalf of Humboldt State University



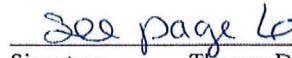
Digitally signed by A. Gail
Dungan
Date: 2019.09.27 13:39:18
-07'00'

Signature A. GAIL DUNGAN
Contracts Specialist
Contracts & Procurement

September 27, 2019

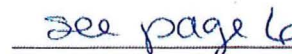
Date

Mendocino County Sheriff's Office



Signature Thomas D. Allman
Sheriff

Date



Signature Katharine L. Elliott
County Counsel

Date

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

SHERIFF [Signature] DATE _____

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: See pages 4 + 5.

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

PH: _____

EM: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY OF MENDOCINO

By: [Signature]
CARRE BROWN, Chair
BOARD OF SUPERVISORS

Date: NOV 14 2019

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy NOV 14 2019

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy NOV 14 2019

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

[Signature]

By: _____
Deputy

Date: 10/17/19

INSURANCE REVIEW:

By: [Signature]
Risk Management

10/17/19

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

10/17/19

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ _____

Mendocino County Business License: Valid ☐ _____

Exempt Pursuant to MCC Section: _____