



**PRACTICUM AGREEMENT
BETWEEN CHABOT COLLEGE GENERAL COUNSELING
DEPARTMENT AND
COMMUNITY COUNSELING CLINIC AT CAL STATE EAST BAY**

This Practicum Agreement is entered into by Chabot College General Counseling Department and the Community Counseling Clinic at Cal State East Bay. The terms of this agreement shall begin February 1, 2022 and will end on June 30, 2023. The length of the individual internships may vary in time as agreed by both parties.

This agreement sets forth the responsibilities of both organizations in practicum placements for Chabot College students.

BACKGROUND

Chabot College is a dynamic, student-centered community college that serves the educational, career, job skill, and personal development needs of our community. We provide culturally responsive, revitalizing, and sustaining learning and support services driven by a goal of equity. Building upon students' strengths and voices, we empower students to achieve their goals and lead us towards an equitable and sustainable world. Chabot College offers an Associate in Arts degree for transfer in Social Work and Human Services that is specifically designed as a degree pathway to majors deemed "similar" at California State University campuses. This degree can support entry level positions with local community-based organizations, county, or state service centers. Chabot College is committed to cultivating partnerships with mental health and human services organizations in Alameda County that would provide practicum placement sites for students to gain work experience and exposure to the field.

PURPOSE

The Community Counseling Clinic at Cal State East Bay is a Marriage and Family Therapy training facility offering counseling services at no cost to the Bay Area community for over 40 years. The Clinic is open to individuals who seek help on their own and to those referred by schools, churches, community, or social service agencies. Members of the community can seek individual counseling services to help with grief, anxiety, depression, coping mechanisms, assertiveness issues and others. As well as group counseling including topics such as stress management and a parent support group.

The Community Counseling Clinic at Cal State East Bay will serve as a practicum host site for Chabot College students with both parties agreeing to a scope of work that is appropriate and supports the advancement of students' trajectory in their academic program. The Community Counseling Clinic at Cal State East Bay internship is an opportunity for students to explore a career in Behavioral Health and gain hands-on experience supporting members of the Hayward community in receiving counseling services. In this role, students will be trained to support the functions and daily operations of the clinic, which include checking in clients for their sessions, updating client files, and taking inventory of clinic materials and equipment.

RESPONSIBILITIES OF COMMUNITY COUNSELING CLINIC AT CSU EAST BAY:

1. Provide a learning experience that entails a commitment to service compatible with the values of Chabot College
2. Provide a qualified field supervisor to students. Social Media and Outreach Interns will receive one hour of individual supervision weekly and one hour of project related weekly meetings. Supervision will have an emphasis on providing support and feedback, mentorship regarding mental health, and goal setting.
3. Make available suitable desk space, telephones, word processing facilities, supplies, and other materials as needed. This provision may be waived under exceptional circumstances such as a remote practicum placement.

RESPONSIBILITIES OF CHABOT COLLEGE:

1. Ensure that students complete the Chabot College Peer Guide Training Program. This provision may be waived if it is mutually determined that a given intern has received comparable training.
2. Ensure that students are enrolled in PSCN 85 during the Spring 2022 semester at Chabot College.
3. Screen, select, and place students appropriately in the field practicum that best aligns with their skills, interests, and academic and career trajectory.

INSURANCE REQUIREMENTS

The Contractor (Chabot College) shall not commence Work until it has obtained all the insurance required in this Contract, and such insurance has been approved by the CSU.

(a) Policies and Coverage.

- (1) The Contractor shall obtain and maintain the following policies and coverage:
 - (i) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.
 - (ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists
 - (iii) Worker's Compensation including Employers Liability Insurance as required by law.
- (2) The Contractor also may be required to obtain and maintain the following policies and coverage:
 - (i) Environmental Impairment Liability Insurance should the Work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.
 - (ii) Other Insurance by agreement between the Trustees and the Contractor.

(b) Verification of Coverage.

The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the Trustees as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the Work is accepted as complete. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.

(c) Insurance Provisions.

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in this Agreement. The insurance policies shall contain, or be endorsed to contain, the following provisions.

(1) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.

(2) For any claims related to the Work, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

(3) Each insurance policy required by this section shall state that coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty (30) Days prior written notice by certified mail, return receipt requested, has been given to the Trustees.

(4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

(d) Amount of Insurance.

(1) For all projects, the insurance furnished by Contractor under this Agreement shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

- (i) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability
 - \$2,000,000 General Aggregate
 - \$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.
- (ii) Business Automobile Liability Insurance-Limits of Liability
 - \$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.
- (iii) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.

(2) For projects involving hazardous materials, the Contractor shall provide additional coverage in amounts not less than the following, unless a different amount is stated in the

Supplementary General Conditions:

- (i) Environmental Impairment (pollution) Liability Insurance-Limits of Liability
 - \$10,000,000 General Aggregate
 - \$5,000,000 Each Occurrence-- combined single limit for bodily injury and property damage, including cleanup costs.

- (ii) In addition to the coverage for Business Automobile Liability Insurance, the Contractor shall obtain for hazardous material transporter services:
 - (a) MCS-90 endorsement
 - (b) Sudden & Accidental Pollution endorsement--Limits of Liability*
 - \$2,000,000 Each Occurrence
 - \$2,000,000 General Aggregate

*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.

With the Trustees' approval, the Contractor may delegate the responsibility to provide this additional coverage to its hazardous materials subcontractor. When the Contractor returns its signed project construction phase agreement to the Trustees, the Contractor shall also provide the Trustees with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all CSU requirements. Further, this letter will provide that the subcontractor's certificate of insurance will be provided to the Trustees as soon as the Contractor fully executes its subcontract with the hazardous materials subcontractor, or within 30 Days of the Notice to Proceed, whichever is less.

(e) Acceptability of Insurers.

Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to the University.

(f) Subcontractor's Insurance.

Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Contract, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's Work. Contractor shall not allow any subcontractor to commence Work on its subcontract until the insurance has been obtained, and approved by the CSU. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials.

(g) Miscellaneous.

(1) Any deductible under any policy of insurance required in this Contract shall be Contractor's liability.

(2) Acceptance of certificates of insurance by the Trustees shall not limit the Contractor's liability under the Contract.

(3) In the event the Contractor does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.

(4) If the Trustees are damaged by the failure of Contractor to provide or maintain the

required insurance, the Contractor shall pay the Trustees for all such damages.

(5) The Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.

(6) The Contractor's liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Contractor negligence shall be limited to five percent of the Contract.

GENERAL INDEMNITY

Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Contractor's performance of this Contract.

CONTACT INFORMATION

All notices, requests, demands and other communications hereunder should be delivered personally or sent by mail addressed to each of the parties at their last known address. Notice should be deemed effective upon receipt.

Addresses for purpose of giving notice are as follows:

Chabot College
General Counseling Department
25555 Hesperian Blvd Hayward, CA 94545

Jonah Nicholas
Vice Chancellor, Business Services
Phone: 510.723.6717
Email: jnicholas@clpccd.org

Cal State East Bay
Community Counseling Clinic
25800 Carlos Bee Blvd. Hayward, CA 94542

Jon Medwin, MBA, C.P.M., CPPO, CPPB
Director of Procurement & Support Services
Phone: 510-885-2775
Email: jon.medwin@csueastbay.edu

Signature

Signature

Date

Date