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FEB 27 2014

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MEMORANDUM FIRE

DATE: FEBRUARY 27, 2014

TO: MAYOR AND CITY COUNCIL

THRU: RICH DLUGAS, CITY MANAGER RD

FROM: JEFF CLARK, FIRE CHIEF

SUBJECT: RESOLUTION NO. 4735 MEMORANDUM OF AGREEMENT BETWEEN THE UNIVERSITY OF SOUTHERN CALIFORNIA SCHOOL OF SOCIAL WORK AND THE CITY OF CHANDLER

RECOMMENDATION: Staff recommends adoption of Resolution No. 4735 authorizing the Mayor to execute the Memorandum of Agreement between the University of Southern California (USC) School of Social Work and the City of Chandler.

BACKGROUND/DISCUSSION: The USC School of Social Work has launched the "Virtual Academic Center", nationally offering an accredited Master of Social Work (MSW) degree online. The Chandler Fire Department's Crisis Response Unit has been researched and contacted by USC to provide internship experience to MSW students enrolled in the USC program. Students will complete 550 hours over a 30 week time frame for the academic year. The Department's full-time Crisis Response personnel meet all the requirements set by the University to serve as Field Instructors. The Department's Crisis Response Unit currently provides similar internship opportunities for Arizona State University School of Social Work students. Volunteers and interns serve as the "backbone" of staffing for the Crisis Response Unit on a 24/7 basis and the Department welcomes the opportunity to have additional interns serve on the Unit.

PROPOSED MOTION: Move to adopt Resolution No. 4735 authorizing the Mayor to execute the Memorandum of Agreement between the University of Southern California School of Social Work and the City of Chandler.

Attachments:

1. Resolution No. 4735
2. Memorandum of Agreement

RESOLUTION NO. 4735

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF AGREEMENT BETWEEN THE UNIVERSITY OF CALIFORNIA SCHOOL OF SOCIAL WORK AND THE CITY OF CHANDLER.

WHEREAS, the University of Southern California ("University") and the City of Chandler ("City") desire to provide educational opportunities for students of the University by gaining experience relevant to their field of study in a work environment at the City; and

WHEREAS, the City of Chandler recognizes the importance of assisting in the education and advancement of all Citizens; and

WHEREAS, the Crisis Response Unit of the Chandler Fire Department is recognized as a premier teaching/learning environment for said education.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Chandler, Arizona as follows:

Section 1. THAT the City Mayor is authorized to execute the *Memorandum of Agreement between the University of Southern California School of Social Work and the City of Chandler* on behalf of the City of Chandler.

Section 2. THAT the various City officers and employees are hereby authorized and directed to perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2014.

ATTEST:

_____ _____

CITY CLERK MAYOR

APPROVED AS TO FORM:

_____

CITY ATTORNEY CA for

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4735 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2014, and that a quorum was present at the meeting.

_____
CITY CLERK

USC School of Social Work

MEMORANDUM OF AGREEMENT
(the "Agreement")
Between
UNIVERSITY OF SOUTHERN CALIFORNIA SCHOOL OF SOCIAL WORK,
and

The City of Chandler - Fire Dept.

Located in Chandler **City** Arizona/USA **State/Country**

The School of Social Work, University of Southern California (the "School"), designates City of Chandler - Chandler Fire Department (the "Agency") as a School approved setting for instruction in the School's program of education for social work.

The School and the Agency commit themselves to cooperative efforts, as described below, in provision of supervised educational field experiences for students. This agreement becomes effective on 01-01-14 and remains in force until 01-01-2015. This agreement may be renewed annually upon mutual agreement of the parties.

THE SCHOOL AGREES TO:

- Work cooperatively with the Agency in designing appropriate field learning experiences to meet the objectives of the School's field education program.
- Select and/or recommend for placement at the Agency students who appear to be most appropriate. It is understood that the Agency will have the opportunity to meet the students before placement begins.
- Provide on-line access to the School's field manual plus other pertinent instructional material, such as: academic calendar, course outlines, field bulletins, evaluation guidelines, periodic updates.
- Keep Agency and Field Instructors informed about School activities and plans affecting field education.
- Provide opportunities for Agency/Field Instructor participation in relevant School committees and activities.
- Notify students that they are subject, during their educational field experience at Agency, to applicable Agency regulations and that they must conform to the same standards as are set for Agency's employees in matters relating to the welfare of clients or patients and general Agency operation.
- The School requires that student interns obtain professional malpractice insurance through a blanket policy secured by the School, before beginning their field placement experience. The coverage liability limits are $1,000,000 each claim, and $3,000,000 aggregate.

THE AGENCY AGREES TO:

- Adhere to the goals of the School as presented in its field education manual except in any circumstances wherein a said goal conflicts with Agency's stated policy, rule, or procedure.
- Accept and treat the student's primary role as a learner and the field placement assignment as an educational experience. This includes the following:
  a) permitting the student to receive needed support, assistance and instruction;
  b) making available to the student appropriate cases and learning activities; and
  c) permitting the student to participate in staff development and other training opportunities.
- Provide the student with the resources necessary to carry out assigned educational and service tasks, including the following:
  a) space that is sufficiently private for carrying on independent work and activity;
  b) clerical service and supplies for records and reports produced for the agency: and
  c) access to client and Agency records as appropriate to assigned tasks.
- Provide qualified staff as Field Instructors for the student, subject to approval by the School.
- Assure that the Field Education Liaison is advised of policy and service changes and developments which may affect student learning or the School's curriculum.
- Provide for reimbursement of all student travel expenses on Agency business that has approval of Field Instructor.
- Provide the student with information available to its employees regarding personal safety when carrying out agency related assignments.

The Agency signatory is authorized by the Agency to sign for the agency and acknowledges having read and understood all of the terms and provisions of the Agreement, including the reverse side hereof, and agrees to be bound by all the terms and provisions contained herein upon the execution of this Agreement

UNIVERSITY OF SOUTHERN CALIFORNIA

_____

By: _____

Print Name: _____

Title: _____

Date: _____

AGENCY

_____

By: _____

Print Name: _____

Title: _____

Date: _____

SCHOOL OF SOCIAL WORK

_____

By: _____

Print Name: Marleen Wong, Ph.D., LCSW

Title: Assistant Dean of Field Education

Date: _____

APPROVED AS TO FORM

CITY ATTORNEY

TERMS AND CONDITIONS

1) Coordination of Program. The parties shall use best efforts to establish the educational objectives for the program, devise methods for its implementation, and continually evaluate to determine the effectiveness of the clinical experience.

2) Students Not School Employees. The parties hereto agree that the School's students are fulfilling specific requirements for clinical experiences as part of a degree requirement and, therefore, the School's students are not to be considered employees or agents of either the School or the Agency for any purpose, including Worker's Compensation or employee benefit programs.

3) Insurance. Each party to this Agreement shall provide and maintain, at its own expense, a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, comprehensive general liability and professional liability with reasonable minimum coverage common in the relevant industry. Upon written request, either party shall provide the other with a certificate evidencing such coverage.

4) Termination. This Agreement may be terminated by either party with or without cause upon ninety (90) days written notice, provided that all students currently enrolled in the program at the time of notice of termination shall be given the opportunity to complete the program.

5) Arbitration. All controversies, claims and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this Section. Such arbitration shall be conducted in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims or disputes. The costs and expenses of the arbitration, including without limitation attorneys' fees, shall be borne by the parties in the manner determined by the arbitrator.

6) No Agency. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties.

7) Assignment. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

8) Governing Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.

9) Counterparts. This agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on facsimile counterparts.

10) Entire Agreement. This Agreement fully supersedes any and all prior agreements or understandings between the parties hereto or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

11) Patient Privacy. The parties hereto affirm their commitment to comply with federal and state law regarding the use and disclosure of protected health information. Each party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Security Regulations"). Each party will promptly report to the other any use of disclosure in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient's Protected Health Information which was previously disclosed to that party under this Agreement.

12) LIMITATION ON LIABILITY. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.