



COUNTY OF LOS ANGELES
MILITARY AND VETERANS AFFAIRS
1816 S. Figueroa Street
Los Angeles, California 90015
mva.lacounty.gov



Jim Zenner
Director

May 7, 2024

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AFFILIATION AGREEMENT FOR STUDENT FIELDWORK BETWEEN
THE CALIFORNIA STATE UNIVERSITY - LOS ANGELES AND
THE DEPARTMENT OF MILITARY AND VETERAN AFFAIRS
(ALL SUPERVISORIAL DISTRICT) (3 VOTES)**

SUBJECT

The County of Los Angeles Department of Military and Veteran Affairs (Department) is requesting Board of Supervisors' (Board) approval to enter into an Affiliation Agreement with the California State University Los Angeles (University) for fieldwork internships for credential programs, school counseling, school psychology training programs, and other similar programs, collectively referred to as "Programs."

IT IS RECOMMENDED THAT YOUR HONORABLE BOARD:

1. Find that this agreement is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve and delegate authority to the Director, or designee, to enter into an Affiliation Agreement, substantially similar to the attached sample agreement, for the Department to conduct the fieldwork internship component of the Programs for students from the University, provided final Affiliation Agreement is reviewed and approved as to form by County Counsel, including any subsequent amendments, suspensions, or termination if deemed necessary.
3. Approve and delegate authority to the Director, or designee, to approve future affiliation agreements involving similar Programs, with other universities, given such agreements are reviewed and approved as to form by County Counsel, including any subsequent amendments, suspensions, or termination if deemed necessary.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

44 MAY 7, 2024

JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed agreement with the University seeks to address the critical need for support services for veterans within our communities. By providing fieldwork practice experience to students enrolled in the University's Programs, the Department seeks to offer targeted assistance to veterans. This collaboration not only serves as a valuable resource for veterans transitioning to civilian life but also provides students with practical experience in working with this unique population, thereby enhancing their professional development.

The opportunity to make a meaningful impact on the lives of those who have served our country carries immense value. This initiative emphasizes the Department's mission to address the needs of underserved populations and reinforces its role as a trusted partner in promoting the well-being of veterans and their families. By leveraging the expertise of students and professionals, the agreement maximizes the support provided to veterans and enhances the effectiveness of the fieldwork experience.

Implementation of Strategic Plan Goals

Approval of the recommended Agreement is consistent with Los Angeles County Strategic Plan Goals North Star 3: Realize tomorrow's government today - the increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible.

FISCAL IMPACT/FINANCING

There is no compensation by the University or the Department for the services of any University student who conducts fieldwork at the Department.

There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Affiliation Agreement with the University has been approved as to form by County Counsel. Furthermore, future affiliation agreements involving similar Programs with other agencies would be approved by the Director, given that such agreements are reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of the recommended actions will not have any significant impact on the Department's service delivery.

The Honorable Board of Supervisors

May 7, 2024

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CONCLUSION

Upon approval by your Board, please instruct the Executive Officer of the Board to return two (2) approved copies of this adopted action to:

Department of Military and Veteran Affairs of Los Angeles County
Zuleyda Santana, Chief Deputy Director
1816 S. Figueroa Street
Los Angeles, CA 90015

The Department's contact may be reached at zsantana@mva.lacounty.gov or (213) 765-9225.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'JZ' with a long horizontal stroke extending to the right.

JIM ZENNER, DIRECTOR

JZ:ZS:tr

Enclosure

c: Chief Executive Officer
County Counsel



STUDENT FIELDWORK AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of the California State University on behalf of California State University, Los Angeles, noted below, all of which are hereinafter called University, and **County of Los Angeles Department of Military and Veteran Affairs, Bob Hope Patriotic Hall**, noted below, hereinafter called the Affiliate:

WITNESSETH

WHEREAS, the Affiliate is authorized to enter into agreements with the University to provide fieldwork experiences for students enrolled in University programs to prepare educational professionals; and

WHEREAS, the Affiliate will gain student volunteers across various programs and support the work of the Affiliate aligned with the students' fieldwork studies.

NOW, THEREFORE, it is mutually agreed between the University and the Affiliate as follows:
The State University and the Affiliate are as follows:

California State University, Los Angeles
5151 State University Drive
Los Angeles, CA 90032

**Los Angeles County Department of Military
and Veteran Affairs, Bob Hope Patriotic Hall**
1816 S Figueroa Street
Los Angeles, CA 90015

SPECIAL PROVISIONS

Scope of Services: The Affiliate is authorized to enter into agreements with California State University, Los Angeles to provide fieldwork practice experience through observation, participation, and guided practice to students enrolled in the credential program, school counseling and school psychology training programs of the University. As part of this collaboration, the Affiliate will actively engage with the University to attract students for various programs aligned with the students' fieldwork studies.

Compensation: There is no compensation by the University for the services of the Affiliate professional.

Assignment: The assignment of a student of the University for fieldwork placements in schools or classes of the Affiliate shall be at the discretion of the University, with the agreement of the supervising school psychologist, education professional, and/or site principal. Length and specific activities of assignments will vary depending on the requirements of the University class.

Termination: The Affiliate may, for good cause, refuse to accept for fieldwork any student of the University who requests a fieldwork placement at Affiliate's facility, and upon request of the Affiliate, made for good cause, the University shall at any time terminate the assignment of any student of the University to a fieldwork placement at Affiliate's facility. The University may, upon good cause, withdraw

from a fieldwork placement at any time any student of the University assigned to a fieldwork placement at Affiliate's facility.

GENERAL TERMS

1. **Indemnification:**

University agrees to indemnify, defend, and hold harmless Affiliate 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 University's sole negligence, or in proportion to the University's comparative fault.

Affiliate agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, and expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from Affiliate's sole negligence, or in proportion to the Affiliate's comparative fault.

2. **Insurance:**

University Insurance. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University'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 or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to Affiliate. University shall provide Affiliate with evidence of the insurance required under this paragraph upon request of the Affiliate. University shall promptly notify Affiliate of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

Affiliate Insurance. Affiliate shall maintain a program of self-insurance to fund its liabilities during the term of this Agreement, at its sole cost and expense. Affiliate shall provide University with evidence of self-insurance as required under this paragraph upon request of the University. Coverage under such insurance shall be with limits not less than two million dollars (\$2,000,000) for each occurrence, and four million dollars (\$4,000,000) in the aggregate, on a claims made basis including three (3) years extended reporting period and include the State of California, the Trustees of the California State University, the campus and the officers, employees, volunteers and agents as additional insureds, except for professional liability and workers' compensation insurance. Affiliate shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of such self-insurance.

University agrees that all students are not employees of the Affiliate or University and are not entitled to benefits of any kind or nature normally provided to employees of the Affiliate or University and/or to which employees are normally entitled, including but not limited to State Unemployment Compensation or Workers' Compensation.

3. **Finger-Printing:** If Affiliate determines that the services provided by University's students involve more than limited contact with students, University agrees that University shall require any students providing services pursuant to this Agreement shall be finger-printed as arranged by the Affiliate before services commence pursuant to California Education Code 45125.1.
4. **TB Testing:** If Affiliate determines that the services provided by University's students involve more than limited contact with students, University agrees that University shall, require any students providing services pursuant to this Agreement to submit to Affiliate the results of a recent tuberculosis test.
5. **Services Responsibility:** The Affiliate retains professional and administrative responsibility for the services rendered at the Affiliate's facility.
6. **Student Safety and Personal Risk:** the Affiliate shall inform the participating student of any potential health or safety risks associated with their field placement.
7. **Data Security:** For remote activities, Affiliate shall inform University and student of any information and technology requirements necessary for student to participate in this activity, including but not limited to data security and privacy requirements.
8. **Non-Discrimination:** Affiliate shall not employ any discriminatory practice in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ethnic group, marital or parental status, ancestry, age, sexual orientation, or physical or mental disability or the perception of one or more of such characteristics.
9. **Independent Status:** This Agreement is between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
10. **Term of Agreement:** This Agreement shall be effective upon execution and shall remain in effect for (3) three years. However, either party may cancel this Agreement upon thirty (30) days written notice.
11. **Confidentiality:** All parties shall abide by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 Privacy Rule, which provides for comprehensive Federal protection for the privacy of personal health information.

(Signatures follow on next page.)

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below. By signing below, I acknowledge I have legal authority to sign on behalf of the respective party and agree to the provisions set forth.

UNIVERSITY

California State University, Los Angeles

AFFILIATE

**Los Angeles County Department of Military and
Veteran Affairs, Bob Hope Patriotic Hall**

Signature: _____

Name: Pedro Diaz

Title: AVP of Admin. Operations & Business Services

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____