

STUDENT SUPPORT AGREEMENT

between

SANTA BARBARA COUNTY

And

THIS AGREEMENT is made and entered into by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the BOARD OF TRUSTEES, hereinafter referred to as the "TRUSTEES" on behalf of _____, hereinafter referred to as the "INSTITUTION",

RECITALS

WHEREAS, INSTITUTION provides an accredited health care program, which requires off-site learning experiences (hereinafter the INSTITUTION's PROGRAM); and

WHEREAS, COUNTY has facilities and professional staff suitable for the INSTITUTION's PROGRAM; and

WHEREAS, it is to the mutual benefit of the parties hereto that students have opportunities to use COUNTY facilities for the INSTITUTION's PROGRAM; and

WHEREAS, COUNTY is willing to allow INSTITUTION to place students in the Public Health Department for various learning experiences that will include observational and/or hands-on experience.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

AGREEMENT

1) **COUNTY shall:**

- a) Provide and maintain facilities, as presently available and as necessary, for INSTITUTION's PROGRAM.
- b) Ensure that staff is adequate in number and quality to provide safe and continuous management of the INSTITUTION's PROGRAM in cooperation with INSTITUTION's instructor.
- c) Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of student's participation in the INSTITUTION's PROGRAM at COUNTY.
- d) Have the right, after consultation with INSTITUTION, to discontinue the assignment of any students at any time during the period of this Agreement, or refuse to accept for further programs any of INSTITUTION's students who, in COUNTY's judgment, are not participating satisfactorily. Students not following COUNTY policies will be removed from COUNTY facilities immediately.
- e) Provide required Health Insurance Portability And Accountability (HIPAA) Privacy and Security training to all students participating in the INSTITUTION's PROGRAM at COUNTY. COUNTY shall maintain records documenting this training.

2) **INSTITUTION shall:**

- a) In consultation and coordination with COUNTY's representatives, plan the INSTITUTION's PROGRAM to be provided to students under this Agreement and, establish a rotational plan for the INSTITUTION's PROGRAM by mutual agreement between representatives, if appropriate.
- b) In consultation and coordination with COUNTY's staff, arrange for periodic conferences between appropriate representatives of INSTITUTION and COUNTY to evaluate the INSTITUTION's PROGRAM.
- c) Designate the students who are enrolled in INSTITUTION to be assigned for the INSTITUTION's PROGRAM at COUNTY, in such numbers as are mutually agreed to by both parties.
- d) Oversee the INSTITUTION's PROGRAM given at COUNTY to the assigned students and provide the supervisory instructors for the INSTITUTION's PROGRAM provided for under this Agreement. Keep all attendance and academic records of students participating in the INSTITUTION's PROGRAM.
- e) Require student to follow all applicable COUNTY policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of INSTITUTION and COUNTY.
- f) Require student to actively participate in the INSTITUTION's PROGRAM as more fully described in Exhibit A attached hereto.
- g) Certify to COUNTY, at the time each student first reports at COUNTY, that student has complied with the following:
 1. Provided evidence of health insurance coverage;
 2. Completed training for blood borne pathogens, standard precautions, and respiratory protection. This education and training shall include, but not be limited to, the proper handling of blood and body fluids, preventative measures of exposure to blood and body fluids, and risks concerning the Hepatitis B Virus. INSTITUTION will maintain records documenting this training as well as a letter signed by each student indicating their choice of receiving or not receiving the vaccine to the Hepatitis B virus;
 3. Completed an examination for physical fitness. INSTITUTION shall maintain records that student has been immunized against these required communicable diseases: varicella, measles, mumps, rubella, rubeola, Tdap, Hepatitis B and seasonal influenza;
 4. Completed a Tuberculosis test which resulted in a negative tuberculin skin test or negative chest x-ray;
 5. Student shall execute the following:
 - A. Confidentiality of Information, Business Equipment Agreement, and Use of Information Technology form;
 - B. Employee Statement Elder and Dependent Adult Abuse Reporting form; and
 - C. Employee Statement Child Abuse Report Chart.
 6. If required to drive for internship activities, student shall carry auto liability insurance as required by state law;
 7. Each student shall wear identification.

- 3) **WORKERS' COMPENSATION COVERAGE.** Students are volunteers of COUNTY and are not entitled to workers' compensation coverage. INSTITUTION agrees and understands that no Student shall be permitted to use COUNTY facilities for the INSTITUTION's PROGRAM unless the

Student first executes a waiver and release agreement with the County, as attached hereto in Exhibit B.

- 4) **INDEPENDENT CONTRACTOR.** INSTITUTION shall perform all of its obligations and responsibilities under this agreement as an independent contractor. Under no circumstances shall INSTITUTION, its officers, employees, agents, and/or students be considered the employees, agents, principals, partners or joint ventures of COUNTY. INSTITUTION, its officers, employees, agents, and students shall not be entitled to any benefits provided or available to COUNTY employees. INSTITUTION shall be solely responsible for providing all legally-required benefits to its officers, employees, agents and students.
- 5) **INDEMNITY.** INSTITUTION shall be responsible for damages caused by the negligence of INSTITUTION's officers, agents, employees and students occurring in the performance of this Agreement. COUNTY 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 COUNTY that the provisions of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective officers, agents, employees and students.
- 6) **INSURANCE.** It is understood and agreed that INSTITUTION and COUNTY maintain insurance (self or group) programs to fund their respective liabilities. Evidence of insurance, certificates of insurance or other similar documentation shall not be required of either party under this Agreement. INSTITUTION will ensure that the Student has professional and general liability insurance in the amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. If the policy is written on a "claims-made" form, the policy will provide a three (3) year extended reporting period. County will be considered an additional insured on the student's general liability policy. If required to drive for internship activities, student shall carry auto liability insurance as required by state law. Proof of insurance will be submitted to COUNTY upon request.
- 7) **NO MONETARY OBLIGATION.** There shall be no monetary obligation on INSTITUTION or COUNTY, one to the other.
- 8) **NONEXCLUSIVE AGREEMENT.** Parties agree that this is not an exclusive Agreement and that each has the right to negotiate with and enter into contracts with others providing the same or similar services as those described herein.

TERM OF AGREEMENT. This Agreement shall be for a period of five (5) years, terminating on _____. Either party may terminate this agreement after giving the other party thirty (30) days advance written notice of its intention to so terminate.

Prior to expiration, the Public Health Director may extend the term of the Agreement in accordance with Section 11, for additional periods, with each extension up to 12-months, through December 31, 2025, upon review and concurrence by County Counsel and Risk Management.

- 9) **NONDISCRIMINATION.** COUNTY hereby notifies INSTITUTION that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and INSTITUTION agrees to comply with said ordinance.
- 10) **ASSIGNMENT.** INSTITUTION shall not assign any of INSTITUTION's rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination

- 18) **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument
- 19) **AUTHORITY.** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, INSTITUTION hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which INSTITUTION is obligated, which breach would have a material effect hereon.
- 20) **SURVIVAL.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.
- 21) **IMMATERIAL AMENDMENTS.** The Public Health Director, or designee, is authorized to make immaterial amendments to the Agreement such as updating the Designated Representative, updating addresses for notices, or other clerical error corrections which will not result in a material change to the Agreement, or total contract amount, in accordance with Section 11 and upon review and concurrence by County Counsel.

(Signatures on next page)

Student Support Agreement between the **County of Santa Barbara** and _____.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

APPROVED

Van Do-Reynoso, MPH
Public Health Director

APPROVED AS TO FORM:

Risk Management

By: _____
Department Head

By: _____
Risk Manager

Date: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

Student Support Agreement between the **County of Santa Barbara** and _____.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

INSTITUTION

By: _____
Signature

Date: _____

Print Name and Title

EXHIBIT A
Student Learning Experience

EXHIBIT B

STUDENT WAIVER AND RELEASE AGREEMENT

In exchange for permission to participate in the _____ program which uses the County of Santa Barbara's facilities, (referred to below as "Activity") I hereby waive, release, and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the County of Santa Barbara its officers, officials, employees, and volunteers (collectively, "County") as a result of my participation in the Activity.

I agree that my participation in the Activity will at all times be as an uncompensated not as an employee of the County, and that I will not receive or claim entitlement to any compensation or benefit of employment.

This release is intended to discharge the County, from and against any and all liability arising out of or connected in any way with my participation in the Activity, even though that liability may arise out of the negligence or carelessness on the part of the County.

I further understand that accidents and injuries can arise out of the event; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to hold harmless the County who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

I HAVE READ THIS ENTIRE DOCUMENT, AND FULLY UNDERSTAND AND AGREE WITH ITS PROVISIONS.

_____ Name of Volunteer (signed)	_____ Signature of Volunteer	_____ Date (printed)
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_____ Name of Parent or Legal Guardian (printed)	_____ Signature of Parent (signed)	_____ Date
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