

STUDENT SUPPORT AGREEMENT

BETWEEN

COUNTY OF SANTA BARBARA

AND

The Regents of the University of California

THIS AGREEMENT (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 Regents of the University of California on behalf of its Department of Counseling, Clinical, and School Psychology at the Gevirtz Graduate School of Education at the Santa Barbara campus, hereinafter referred to as the “Institution.”

WHEREAS, the Institution provides accredited courses titled CNCSP 272 or 273, advanced fieldwork for students in the clinical or counseling emphasis in Counseling, Clinical and School Psychology, which requires Institution’s students to participate in off-site learning experiences for course credit at Institution, hereinafter referred to as the “Institution’s Program,” as set forth in Exhibit A - STUDENT LEARNING EXPERIENCE PSYCHOLOGIST SERVICES;

WHEREAS, County has facilities and professional staff oversight suitable for the Institution’s Program;

WHEREAS, it is to the mutual benefit of the parties hereto that Institution’s students have opportunities to engage in volunteer internships, traineeships, or field placement using County facilities and obtaining clinical experience under clinical supervision by licensed or certified practitioners for the Institution’s Program; and

WHEREAS, the County is willing to allow the Institution to place its students in volunteer internships, traineeships, or field placements in Department of Behavioral Wellness (Behavioral Wellness) funded programs deemed appropriate for a practicum experience in behavioral health.

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

AGREEMENT

I. COUNTY SHALL:

- A.** Provide and maintain County facilities and programs, as presently available at different sites and as deemed necessary by County in its sole and absolute discretion, for Institution’s Program;
- B.** Make available Behavioral Wellness staff adequate in number and qualifications for safe and continuous management of the Institution’s Program in consultation with the Institution’s field instructor but ultimately at the sole and absolute discretion of the Behavioral Wellness Director or designee;

- C.** Assume responsibility for assuring compliance with the supervision standards and all other requirements for training of students in internships, traineeships, or field placement of any kind as established by the California Board of Psychology, the California Board of Behavioral Sciences, the California Board of Nursing, the California Association of Alcohol and Drug Educators (CAADE), the California Association of Alcoholism and Drug Abuse Counselors (CAADAC), or other relevant regulatory authority;
- D.** Have the right to determine the number of students assigned by the Institution to the County's directly-operated programs;
- E.** Inform students of the County's requirements for acceptance including, but not limited to, health status, background clearance, live scan, physical examination, proof of immunizations, and Tuberculosis screening. County agrees to guide students in meeting the County's requirements for acceptance in accordance with applicable County, state, and federal ordinances, statutes, regulations, orders, guidance, bulletins, information notices, letters, and policies and procedures;
- F.** Provide assigned students with a copy of the following: County's existing policies and procedures, training requirements, and rules and regulations with which students are expected to comply;
- G.** Restrict access of assigned students to patient or client records except in the course of the internship, traineeships, and field placement duties. Institution acknowledges that assigned students will be bound by all Behavioral Wellness confidentiality policies and procedures and all applicable County, state, and federal ordinances, statutes, regulations, orders, guidance, bulletins, information notices, letters, and policies and procedures concerning the confidentiality of patient and student records;
- H.** Evaluate the performance of assigned students on a regular basis using the evaluation form supplied by the Institution. The completed evaluation will be forwarded to the Institution in a timely manner prior to the conclusion of each assigned student's clinical experience and thereafter, if applicable;
- I.** Advise the Institution of any serious deficiency noted in the ability of an assigned student to progress toward achievement of the stated objectives of the clinical experience at least by midterm. It will then be the mutual responsibilities of the assigned student, the County's Training Coordinator, the County's Clinical Supervisor(s) at the County site(s), and the Institution's Academic Coordinator to devise a plan by which the student may be assisted to achieve the stated objectives;
- J.** Have the right, after consultation with the Institution's field instructor, to discontinue the assignment of any student at any time during the period of this Agreement, whose health, as permitted by law, or performance, is a detriment to patient wellbeing or to achievement of stated objectives of the clinical experience or to refuse to accept for further programs any of the Institution's students who, in the judgment of the Behavioral Wellness Director or designee, are not participating satisfactorily. Students not following County's, existing policies and procedures, training requirements, and rules and regulations with which students are expected to comply, will be removed from the County facilities immediately;
- K.** Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of the student's participation in the Institution's Program at County; and

- L. Comply with federal, state, and local laws and regulations concerning human subject research if students participate in such a research program; and

II. INSTITUTION SHALL:

- A. In consultation and coordination with the County's Clinical Training Manager, 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 of the Institution and Behavioral Wellness, if appropriate;
- B. In consultation and coordination with the County's Clinical Training Manager, arrange for periodic conferences between appropriate representatives of the Institution and Behavioral Wellness to evaluate the Institution's Program;
- C. Designate Institution-enrolled students to participate in the Institution's Program at the County, who possess the background and training to qualify them to participate in the Institution's Program at County, in such numbers as are mutually agreed to by both parties, except as set forth above in Subsection D of Section I of this Agreement;
- D. Assume responsibility for assuring compliance with the educational standards established by the California Board of Psychology, the California Board of Behavioral Sciences, the California Board of Nursing, the CAADE, the CAADAC, or other relevant regulatory authority;
- E. Designate an Institution instructor who possesses the necessary and required qualifications as an instructor and administrator. Such person shall act as liaison with the County's Clinical Training Manager for those activities necessary to carry out this Agreement including, but not limited to:
 - 1. Provide oversight of each student's educational activities and assignments while that student is participating in the Institution's Program at the County;
 - 2. Cooperate with the County's Clinical Training Manager in coordinating and reviewing work schedules of the students while participating in the Institution's Program at the County; and
 - 3. Implement and maintain a record-keeping system to track attendance and academic and educational activities of students participating in the Institution's Program as is required to comply with industry best standards and practices and all relevant regulations, guidelines, and policies and procedures;
- F. Ensure that each student meets Institution's requirements and qualifications to participate in the Institution's Program;
- G. Notify and require students to follow all applicable County policies, procedures, regulations, and all requirements and restrictions specified jointly by representatives of the Institution and Behavioral Wellness;
- H. Familiarize students with the Institution's Code of Professional Behavior, inculcate students with a commitment to the standards of behavior and conduct contained therein, and direct students to comport with the Code of Professional Behavior and wear County-provided identification while participating in the Institution's Program;
- I. Require that students actively participate in the Institution's Program as more fully described in Exhibit A, attached hereto;

- J.** Certify to the County, at the time each student first reports at County, that the student has complied with the following:
1. The student has completed required acceptance documentation including, but not limited to health status, background clearance, live scan, physical examination, proof of immunizations, Tuberculosis screening, as required by applicable County, state, and federal ordinances, statutes, regulations, orders, guidance, bulletins, information notices, letters, and policies and procedures;
 2. Provided a self-attestation to the Institution as evidence of health insurance coverage and will provide the proof of health insurance coverage, if requested;
 3. Each student shall review County policies and procedures appropriate to the Institution's Program including, but not limited to, Confidentiality Acknowledgement, Elder and Dependent Adult Abuse Reporting, Child Abuse Reporting, and Behavioral Wellness Code of Conduct. Each student shall also execute County policies and procedures requiring signature; and
 4. Each student shall carry auto liability insurance as required by state law if required to drive for internship activities.
- K.** In compliance with the California Public Health Officer Order, Health Care Worker Vaccine Requirement, and any amendments or updates that may hereafter be in force, promptly provide to Behavioral Wellness proof of the following at its sole cost and expense:
1. Vaccination and boosters for its students; or
 2. Exemption status for its students, and
 - a. Testing results for its students if required by the State Public Health Officer, Local Public Health Officer, or County policy.
 3. This requirement applies to all of Institution's students who provide services or work in "Health Care Facilities" as described in the State Public Health Officer Order.
 4. The State Public Health Officer Order is subject to change, but the current order is available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Health-Care-Worker-Vaccine-Requirement.aspx>.
- L.** Be solely and ultimately responsible for the dismissal of a student from Institution's Program.

III. GENERAL PROVISIONS.

- A. Workers' Compensation Coverage.** Institution agrees and understands that its students are volunteers of County and are not entitled to County workers' compensation coverage. In the event a student may also be an employee of the County, such student shall only be covered by the County's workers' compensation coverage while such student is performing his or her duties as a County employee and shall not be covered while performing services as a student for the Institution's Program.
- B. Waiver and Release Agreement.** 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.

- C. Independent Contractor.** Institution shall perform all of its obligations and responsibilities under this Agreement as an independent contractor. Under no circumstances shall the Institution, its officers, employees, agents, and/or students be considered the employees, agents, principals, partners, or joint venturers of County. Under no circumstances shall County, its officers, officials, employees, or agents be considered the employees, agents, principals, partners, or joint venturers of Institution. The Institution, its officers, employees, agents, and/or students shall not be entitled to any benefits provided or available to County's employees. The Institution shall be solely responsible for providing all legally-required benefits to its officers, employees, agents, and/or students.
- D. Indemnity.** The attached document titled Exhibit C shall govern the Indemnification obligations of the parties.
- E. Insurance (Specific to this Agreement).** The attached document titled Exhibit C shall govern the Insurance obligations of the parties.
- F. No Monetary Obligation.** There shall be no monetary obligation on the Institution or County, one to the other.
- G. Term of Agreement.** The term of this Agreement is to be effective on the date executed by the County to **December 31, 2027.**
- H. Termination.** Either party may terminate this Agreement after giving the other party thirty (30) days' advance written notice of its intention to so terminate.
1. Upon Termination, any County materials issued to students, which may include but is not limited to, County data, equipment, identification badge, keys, records, documents, or any other County property, shall be promptly returned to County. Institution shall ensure that students not release any County materials under this paragraph except after County's prior written approval.
- I. 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.
- J. 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.
- K. Entire Agreement and Amendment.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this section.

Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness or designee. Except as otherwise provided in this Agreement, the Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

- L. Compliance with Law.** Institution shall, at its sole cost and expense, comply with all County, State and Federal ordinances; statutes; regulations; and orders including, but not limited to, court orders and health officer orders; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) and the California Department of Public Health now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction or the admission of Institution in any action or proceeding against Institution, whether County is a party thereto or not, that Institution has violated any such ordinance, statute, regulation, order, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Institution and County.
- M. California Law.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.
- N. Compliance with Privacy Laws.**
1. Institution is expected to adhere to the healthcare privacy laws specified below in Subsection N.2 of Section III of this Agreement and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff and students regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with the healthcare privacy laws as they are amended from time to time.
 2. Institution, its employees, agents, subcontractors, and/or students agree to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Subsection N (Compliance with Privacy Laws) of Section III of this Agreement, as applicable. Patient records must comply with all appropriate state and federal requirements.
- O. Execution of Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed will be deemed to be an original, and all of which taken together will constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or email transmission will be effective as delivery of an originally executed counterpart of this Agreement.
- P. Prior Agreements.** Upon the effective date, this Agreement supersedes all prior agreements between County and Institution related to the scope of work contained in this Agreement.

Q. Notices. Any written notice given under this Agreement shall be sent by certified or registered mail to each address below:

To County: Department of Behavioral Wellness
Director
300 N. San Antonio Road, Building 3
Santa Barbara, CA 93110
Phone Number: (805) 681-5220

To Institution: Steve Smith, PhD, Director of Clinical Training
The Regents of the University of California, on behalf of the Santa
Barbara Campus
552 University Road
Santa Barbara, CA 93106
Phone #: 805-893-3375

- R. Immaterial Amendments.** The Behavioral Wellness 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.
- S. Designated Representative.** The Behavioral Wellness Director at phone number (805) 681-5220 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Dr. Steve Smith at 805-893-3375 is the authorized representative for Institution. Changes in designated representatives shall be made only after advance written notice to the other party.
- T. No Publicity or Endorsement.** Institution shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Institution shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Institution. Institution shall not in any way contract on behalf of or in the name of County. Institution shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.
- U. County Property and Information.** All of COUNTY's property, documents, and information provided for Institution's use in connection with the services shall main COUNTY's property, and Institution shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. Institution may use such items only in connection with providing the services. Institution shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.
- V. Nonexclusive Agreement.** Institution understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by I Institution as the COUNTY desires.
- W. Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this

Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- X. **Remedies Not Exclusive.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
- Y. **No Waiver of Default.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.
- Z. **Section Headings.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
- AA. **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.
- BB. **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.
- CC. **Additional Student Responsibilities.** Institution shall ensure students receive the attached document titled “Student Responsibilities” incorporated herein as Exhibit D.

THIS SECTION BLANK INTENTIONALLY

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Student Support Agreement between the **County of Santa Barbara** and The Regents of the University of California, on behalf of the Santa Barbara campus.

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

COUNTY:

ANTONETTE NAVARRO, LMFT, DIRECTOR
DEPARTMENT OF BEHAVIORAL WELLNESS

INSTITUTION:

The Regents of the University of California.

By: _____
Director

Date: _____

By: _____
Authorized Representative

Name: Calli Price

Title: Purchasing & Contracts Manager

Date: _____

EXHIBIT A
STUDENT LEARNING EXPERIENCE
PSYCHOLOGIST SERVICES

- I. MISSION.** The mission of Behavioral Wellness is to promote the prevention of and recovery from addiction and mental illness among individuals, families, and communities by providing effective leadership and delivering state-of-the-art, culturally competent services. The County and Institution shall use their best efforts to establish educational objectives for the Program, devise methods for its implementation, and continually evaluate to determine the effectiveness of the clinical experience.
- II. EDUCATIONAL OBJECTIVES.**
- A.** Provide a clinical experience where students gain the attitudes, knowledge, and skills to demonstrate competency as a psychologist in an environment that is respectful of others, adaptive to change, and accountable for outcomes.
 - B.** Provide an educational experience that exposes the student to a rich diversity of issues in psychological care.
 - C.** Create an atmosphere that encourages professionalism including exemplary ethical behavior and cultural competency.
 - D.** Create an atmosphere where effective communication skills are fostered with clients, their families, and professional associates.
 - E.** Emphasize a systems-based practice to foster continuous quality improvement and value of client care.
 - F.** Foster scholarly activity and quality education that attracts superior learners to psychology.
 - G.** Ensure that students develop sufficient professional ability to practice independently and competently.
 - H.** Provide Clinical Supervision to ensure client care and professional growth.
- III. PSYCHOLOGIST STUDENT ACTIVITIES.** Examples of student activities under the supervision of a staff psychologist with client permission including, but not be limited to:
- A.** Observe activities and procedures administered by licensed staff and health care providers with client permission, as appropriate, including, but not limited to: group sessions, intake interviews, case management, and treatment planning;
 - B.** All observations and services will be conducted under the supervision of assigned Behavioral Wellness Program Staff;
 - C.** Under the direct supervision of assigned Behavioral Wellness Program Staff, collaborate on treatment planning and provide Assessment, Plan Development, Collateral, Rehabilitation, Therapy, and Case Management services to Behavioral Wellness clients;
 - D.** Provide psychological evaluations, mental health screenings, and consultation to individuals referred for assessment;

- E.** Student psychologists shall assume responsibility for and perform their assigned duties in accordance with the rules and regulations of the County and in accordance with the educational program level of the student;
- F.** Student psychologists shall not be permitted to accept financial compensation or any form of gratuity for rendering client care;
- G.** Student psychologists will recognize and observe the basic fundamental rule in psychology of minimal or no physical contact (e.g., a handshake as an appropriate professional greeting);
- H.** Progress notes may be composed by student psychologists under the direct supervision of the supervising psychologist. Progress notes must be countersigned or personally authenticated within the time required by the rules and regulations of County;
- I.** Student psychologists shall not order any medical examination, tests, medications, or procedures for any clients;
- J.** Attendance by student psychologists is required at all conferences, discussions, study sessions, and any other programs of an educational nature designed specifically for students in the practicum or pre-doctoral internship program, as determined appropriate by Behavioral Wellness staff;
- K.** Behavioral Wellness staff shall make every effort to counsel and assist those students having difficulty in a particular service area. Student psychologists who are particularly adept in a specific service should be given additional opportunities to learn at the discretion of the assigned supervising psychologist and Behavioral Wellness Regional Manager in accordance with County or clinical rules and regulations;
- L.** Student psychologists are to conduct themselves in a courteous and professional manner and shall follow the code of conduct and the dress code of the County at all times; and
- M.** Student psychologists shall become familiar with client rights in accordance with County rules and regulations and applicable State and Federal regulations. Institution shall instruct its student psychologists on the general requirements of applicable State and Federal regulations with respect to client rights, and the County shall instruct Institution's student psychologists on the implementation of State and Federal regulations governing client rights that are specific to the County.

EXHIBIT B
WAIVER AND RELEASE AGREEMENT

In exchange for permission to participate in the Institution’s Program with the County (referred to below as “Activity”), which uses the County of Santa Barbara’s facilities, 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 volunteer or participant, 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 Activity; 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
(Printed)

Signature of Volunteer
(Signed)

Date

EXHIBIT C
INDEMNIFICATION AND INSURANCE PROVISIONS
between the Regents of the University of California and the County of Santa Barbara
(Version 2022 04 01)

A. INDEMNIFICATION

REGENTS OF THE UNIVERSITY OF CALIFORNIA shall defend, indemnify, and hold COUNTY OF SANTA BARBARA, its officers, officials, employees, volunteers, or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, agents, employees, guests, or invitees.

COUNTY OF SANTA BARBARA shall defend, indemnify, and hold REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, officials, employees, volunteers, or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY OF SANTA BARBARA, its officers, officials, employees, or agents.

B. NO AGENCY

Except as otherwise specified herein, for the purposes of this section, REGENTS OF THE UNIVERSITY OF CALIFORNIA shall not be deemed to be COUNTY OF SANTA BARBARA's agent and COUNTY OF SANTA BARBARA shall not be deemed to be REGENTS OF THE UNIVERSITY OF CALIFORNIA's agent.

C. NOTIFICATION

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

D. CONTINUING OBLIGATION

To the extent that REGENTS OF THE UNIVERSITY OF CALIFORNIA has agreed to indemnify, defend and hold harmless COUNTY OF SANTA BARBARA, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

To the extent that COUNTY OF SANTA BARBARA has agreed to indemnify, defend and hold harmless REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

E. INSURANCE

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

For answers to questions:

County employees, please call Greg Milligan, County Risk Manager – (805) 884-6864
University employees, please call Ron Betancourt, UCSB Risk Manager – (805) 893-5837

EXHIBIT D
STUDENT RESPONSIBILITIES

Students placed at COUNTY shall adhere to this list of responsibilities. Students will:

1. Uphold their commitment of 10-15 hours/week of field work participation for a minimum of 9 months (fall-spring quarter of the academic year).
 - a. If the Student agreed to a longer commitment (e.g. a full calendar year), that commitment will be honored.
 - b. Keep their Clinical Supervisor informed of unexpected absences (e.g. due to illness) and obtain permission from the Clinical Supervisor when planning vacation or travel out of town.
2. Maintain open communication with the Agency Administrator(s), Agency Clinical Supervisor, and CCSP supervisors.
3. Uphold all relevant legal and ethical standards as put forth by the American Psychological Association (www.apa.org/ethics/code/index) and the California Laws relating to the practice of professional psychology (www.psychology.ca.gov/laws_regs/index.shtml).
4. Provide psychological services, which will include one or more of the following as directed by their Clinical Supervisor: a) psychological assessment, b) counseling/psychotherapy, c) education and outreach, d) consultation, e) advocacy, and f) case management, with individuals, couples, or families.
5. Give, score, and interpret periodic assessments (routine outcome monitoring) with their client(s) as directed by their Clinical Supervisor.
6. Attend Agency staff meetings, trainings, didactics, case assignment meetings, and/or case consultations as directed by their Clinical Supervisor.
7. Attend group and/or individual supervision on a minimum of a weekly basis, arriving on time and prepared to:
 - a. Present their clinical cases, including an update on client welfare.
 - b. Actively participate in the supervision process by engaging in discussion and giving and receiving feedback appropriately.
8. Maintain confidentiality of client information consistent with subsection N (Compliance with Privacy Laws) of section III (General Provisions) of this Agreement.
9. Immediately consult with the Clinical Supervisor or Licensed Mental Health Professional(s) designated by the Agency in case of clinical crisis/emergency.
10. Not take recordings of clients or any other identifiable client-related material out of the Agency.
11. Maintain proper documentation of services and communications related to clients' care as directed by their Clinical Supervisor.
12. Inform the Clinical Supervisor of the quarterly evaluation process and meet with the Clinical Supervisor to discuss the evaluation on a quarterly basis.
13. Complete an evaluation of the Clinical Supervisor and the Agency at the end of the Field Placement.
14. Sign a "UC Waiver of Liability, Assumption of Risk & Indemnity Agreement", as a condition of their field placement.