

STUDENT SUPPORT AGREEMENT

between

SANTA BARBARA COUNTY

and

WALDEN UNIVERSITY, LLC

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 Walden University, LLC, 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.
- f) COUNTY shall provide students with training on COUNTY safety protocols, as applicable, and provide prompt notice to INSTITUTION of any situation involving threatened hazards or harm that may adversely impact the health or safety of students.

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) Instruct student to follow all applicable COUNTY policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of INSTITUTION and COUNTY.
- f) Instruct 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's third party vendor will maintain records documenting this training as well as evidence of 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's third party vendor shall maintain records that student has been immunized against these required communicable diseases: varicella, rubella, rubeola, tetanus and Hepatitis B;
 4. Completed a Tuberculosis test which resulted in a negative tuberculin skin test or negative chest x-ray;
 5. Student shall be instructed to execute the following and provide directly to INSTITUTION:
 - 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. Each student shall wear identification.

3) **GENERAL PROVISIONS.**

- a) **Workers' Compensation Coverage.** Students are volunteers of COUNTY and are not entitled to workers' compensation coverage. INSTITUTION will provide workers' compensation to students

for injury or disease arising out of their use of COUNTY's facility while participating in the INSTITUTION's PROGRAM.

- b) **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.
 - c) **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 and employees.
 - d) **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/claim and Three Million Dollars (\$3,000,000) aggregate, which may be met through any combination of primary and excess insurance. 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. Proof of insurance will be submitted to COUNTY upon request.
 - e) **No Monetary Obligation.** There shall be no monetary obligation on INSTITUTION or COUNTY, one to the other.
- 4) **TERM OF AGREEMENT.** This Agreement shall be for a period of five (5) years, terminating on February 10, 2025. 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 7, for additional periods, with each extension up to 12-months, through February 10, 2026, upon review and concurrence by County Counsel and Risk Management.

- 5) **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.
- 6) **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 which shall not be unreasonably withheld 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
- 7) **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.

- 8) **COMPLIANCE WITH LAW.** INSTITUTION shall, at INSTITUTION's sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement.
- 9) **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.
- 10) **NOTICES.** Any written notice given under this Agreement shall be sent by certified or registered mail to each address below:

To COUNTY: Contracts Unit
 Public Health Department
 300 N. San Antonio Road, Bldg 8
 Santa Barbara, CA 93110
 Email: phdca@sbcphd.org

To INSTITUTION: Walden University, LLC
 100 Washington Avenue South, Suite 900
 Minneapolis, Minnesota 55401
 844-675-1085

With Copy To: Attn: Assistant Divisional Counsel
 Walden University, LLC
 650 S. Exeter Street
 Baltimore, MD 21202

- 11) **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.
- 12) **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.
- 13) **NO WAIVER OF DEFAULT.** No delay or omission of either Party 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.
- 14) **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

- 15) **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.
- 16) **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.
- 17) **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 7 and upon review and concurrence by County Counsel.

Student Support Agreement between the **County of Santa Barbara** and **Walden University, LLC**.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:


Gregg Hart

By: 
Chair, Board of Supervisors

Date: 2-11-20

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Director

By: 
Department Head

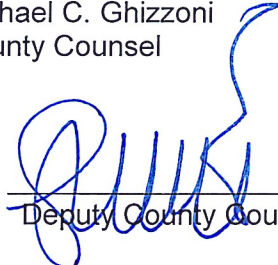
APPROVED AS TO FORM:

Risk Management

By: 
Risk Manager

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

Student Support Agreement between the **County of Santa Barbara** and **Walden University, LLC**.

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

WALDEN UNIVERSITY, LLC

By: Brandi DeFries
Signature

Date: 1/10/2020

Brandi DeFries, Director of Field Experience____
Print Name and Title

EXHIBIT A

BSN Program Learning Outcomes:

1. Apply leadership and informatics concepts in decision making to promote patient safety and quality care.
2. Use evidence based on the sciences, humanities, and research to guide nursing practice across the health-illness continuum in a variety of healthcare settings.
3. Evaluate the implications of policy on issues of access, equity, affordability, and social justice in healthcare delivery including the health of vulnerable populations and healthcare disparities.
4. Demonstrate effective communication and collaboration skills to improve patient outcomes.
5. Implement individual and population-focused interventions to promote health and to prevent and manage disease and injuries.
6. Exhibit accountability for personal and professional behaviors in accordance with standards of moral, ethical, and legal conduct with a commitment to continuous professional development.
7. Provide patient-centered nursing care based on a comprehensive and focused health assessment across the lifespan using sound clinical judgment as well as developmentally and culturally appropriate approaches.

MSN Program Learning Outcomes:

1. Synthesize organizational/systems leadership for cost-effective specialist nursing practice that contributes to high-quality healthcare delivery, advancement of the nursing profession, and social change.
2. Critique evidence-based literature drawing from diverse theoretical perspectives and pertinent research to guide decision making that demonstrates best practices for specialist nursing practice in a global society.
3. Integratively assess, diagnose, plan, implement, and evaluate cost-effective healthcare strategies that reduce health disparities by patient/population advocacy for access to specialist nursing care.
4. Demonstrate ability to effectively communicate using audience-specific oral, written, and information technology for professional delivery of specialist nursing care.
5. Evaluate health needs of diverse populations for necessary teaching/coaching functions based on specialist nursing knowledge to restore/promote health and prevent illness/injury.
6. Exhibit ongoing commitment to professional development and value of nursing theories/ethical principles (altruism, autonomy, human dignity, integrity, social justice) in accordance with ethically responsible, legally accountable, specialist nursing practice.
7. Implement specialist nursing roles to promote quality improvement of patient-centered care in accordance with professional practice standards that transform health outcomes for diverse populations.

Doctor of Nursing (DNP) Program Outcomes:

1. Translate research findings to direct evidence-based nursing practice.
2. Develop organizational system changes for quality improvement in healthcare delivery in response to local and/or global community needs.
3. Apply optimal utilization of healthcare information technology across healthcare settings.

4. Advocate for the advancement of nursing and healthcare policy through sharing of science-based knowledge with healthcare policy makers.
5. Demonstrate leadership to facilitate collaborative teams for improving patient and populations health outcomes.
6. Utilize advanced nursing practice knowledge to implement methodologies to improve population health outcomes.
7. Establish a foundation for lifelong learning for continual elevation of contributions to the field of nursing through active involvement in professional organizations and/or other professional bodies.