

STUDENT SUPPORT AGREEMENT

between

SANTA BARBARA COUNTY

And

WESTMONT COLLEGE

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 WESTMONT COLLEGE, hereinafter referred to as the "INSTITUTION", and may be referred to collectively as "BOTH PARTIES."

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 in compliance with Title 17 of the California Code of Regulations (CCR) section 1427(c)(1).
- 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 in compliance with Title 17 CCR section 1427(c)(4).
- 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) Provide specification of the responsibilities and authority of the facilities staff as related to the program and to the educational experience of the students, in compliance with Title 17 CCR section 1427(c)(3).
- g) Provide an orientation to faculty and students in compliance with Title 17 CCR section 1427(c)(2).

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 in compliance with Title 17 CCR section 1427(c)(5).
- 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 in compliance with Title 17 CCR section 1427(c)(6).
- 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, or agrees to comply 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. All Federal, State, or Local, regulations, policies, Executive Orders, Health Officer Orders, and/or State Public Health Officer Orders regarding or related to the novel coronavirus first detected in 2020, referred to as COVID-19, including but not limited to requirements to wear face coverings and vaccination or testing;
 6. 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.

- 7. If required to drive for internship activities, student shall carry auto liability insurance as required by state law; and
- 8. 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.** BOTH PARTIES shall perform all of their obligations and responsibilities under this agreement as an independent contractor. Under no circumstances shall either party, its officers, employees, agents, and/or students be considered the employees, agents, principals, partners or joint ventures of the other. BOTH PARTIES, their officers, employees, agents, and students shall not be entitled to any benefits provided or available to the other party's employees. BOTH PARTIES shall be solely responsible for providing all legally-required benefits to their own 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, beginning September 1, 2022 and terminating on August 31, 2027.

The above notwithstanding, if either party breaches any provision of this agreement and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt.

- 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
- 11) **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.
- 12) **COMPLIANCE WITH LAW.** BOTH PARTIES shall, at their 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. The judgment of any court of competent jurisdiction, or the admission of INSTITUTION in any action or proceeding against INSTITUTION, whether COUNTY be a party thereto or not, that INSTITUTION has violated any such ordinance or statute, shall be conclusive or that fact as between INSTITUTION and COUNTY.
- 13) **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.
- 14) **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: PHDGroupContractsUnit@sbcpd.org

To INSTITUTION: Westmont College
 Attn: Procurement and Contracts
 955 La Paz Road
 Santa Barbara CA 93108
 Email: procurement@westmont.edu

- 15) **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.
- 16) **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.
- 17) **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.
- 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.
- 22) **FORCE MAJEURE.** Neither party is obligated for factors beyond our control.

(Signatures on next page)

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

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: *Sheik Alabuenra*
Deputy Clerk

COUNTY OF SANTA BARBARA:

Joan Hartmann

By: *Joan Hartmann*
Chair, Board of Supervisors

Date: 8-30-22

RECOMMENDED FOR APPROVAL:

Daniel Nielson
Interim Public Health Dept Director

By: DocuSigned by:
Daniel Nielson
7AE1546298BE4B2
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

~~By: _____
Deputy~~

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: DocuSigned by:
Rachel Van Mullem
2DC569DD4D094B4
Deputy County Counsel

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By: DocuSigned by:
Greg Milligan
05F555F00269466...
Risk Management

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

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

Westmont College

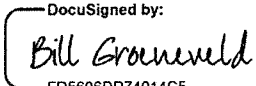
By:  Bill Groeneveld
FD5606DD74014C5...
Title: Associate Director of Procurement and Contracts
Date: 8/15/2022

EXHIBIT A

**Westmont College ABSN Student Learning Experiences
(NUR290-Public Health Nursing is in the last semester of the program)**

Mission of the Westmont College ABSN Program

Prepares faithful servant leaders to provide patient-centered and family supported safe, compassionate care for diverse populations and communities across the lifespan and in all health care settings.

NUR290 Public Health Nursing Course Learning Outcomes:

1. Exhibit compassionate care to vulnerable populations in the local, regional, national, and global arenas.
2. Develop critical thinking and clinical judgement at the systems level to impact local change in identified areas of healthcare disparities.
3. Examine the environmental impact that can influence a community's health and develop a plan to help change it.
4. Evaluate the importance of understanding child abuse and neglect, its prevention, detection, intervention, and mandatory reporting responsibility of the nurse.
5. Appraise the disaster plan for your community, to become prepared to assist in the event of a nature or planned disaster and to educate your community members.
6. Discusses the different public healthcare nursing roles (school, religious establishment, public health department, case manager) useful when collaborating with the interprofessional team (psychologist, social workers, healthcare providers) to establish community health initiatives.
7. Use informatics and other technology to understand the healthcare needs of community and populations.

INSTITUTE'S responsibilities:

1. Prior to each rotation and placement, INSTITUTE will submit a plan to COUNTY 60 days in advance to coordinate schedules and to assure capacity and preceptor availability.
2. INSTITUTE will present student curriculum and preceptor expectations prior to each placement.
3. A liaison will be designated to address any unexpected or unforeseen events that impact student rotations.

Students' responsibilities:

1. Exhibit professional behavior at all times, dress in Westmont Uniform abiding by all clinical policies for dress codes.
2. Explore the role of the public health nurse at the primary, secondary, and tertiary levels of prevention.
3. Assess the populations seen in the community health programs and primary care clinics.
4. Identify a health concern of the community seen in the primary care clinic.
5. Develop interventions at the primary, secondary and tertiary levels from the health concern identified in the populations cared for in the primary care clinic.
6. Assess the community health programs for specific populations and identify resources for this population
7. Provide compassionate care to all populations seen in either community health programs visited or in the patients seen in the primary care clinic.
8. Students can complete assessments, administer medications, assist in developing plans of care, assist with treatments and procedures under the supervision of the RN.

RN Preceptor responsibilities:

1. Provide an orientation to the setting the student is placed in, and ensure a professional environment for learning.
2. When working in the field, provide the student context to understand the work public health is charged with.
3. Identify student activities in the setting the student is placed in that meet course learning outcomes.
4. Assist students in choosing a health concern in the population seen in the setting.
5. Supervise evidence-based nursing care of students. Provide feedback to students.
6. Notify Westmont College Faculty immediately if any problems arise which significantly impact the student's ability to meet course learning outcomes.
7. Students can provide referrals to community resources directly related to what the Public Health Nurse would refer.
8. Share their public health experiences with the student including the diversity of the populations they care for in the variety of settings they see patients in.

The acceptance of a student intern is subject to the availability of a Public Health Preceptor, and each student will be approved as Public Health scheduling allows.

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.

Print Name of Volunteer Signature of Volunteer Date

Print Name of Parent or Legal Guardian Signature of Parent Date