

STUDENT SUPPORT AGREEMENT

between

SANTA BARBARA COUNTY

And

UNIVERSITY OF NEW ENGLAND

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 UNIVERSITY OF NEW ENGLAND, 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. 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

To INSTITUTION: University of New England
College of Graduate & Professional Studies
Applied Nutrition Program
716 Stevens Ave.
Portland, ME 04103

- 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.

(Signatures on next page)

Student Support Agreement between the **County of Santa Barbara** and **University of New England**.

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:

Joan Hartmann

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Department
Director

By: _____
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: _____
Deputy County Counsel

APPROVED AS TO FORM:

Ray Aromatorio, ARM
Risk Management

By: _____
Risk Management

Student Support Agreement between the **County of Santa Barbara** and **University of New England**.

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

INSTITUTION

By: _____ Date: _____
Signature

Nicole L. Labbe-Trufant, Sr. VP of Finance & Administration

EXHIBIT A

County of Santa Barbara Student Learning Experience / Nutrition Services Programs

Mission: The mission of Nutrition Services/WIC is to provide quality nutrition and breastfeeding education and support to the members of Santa Barbara County.

Examples of student activities under the supervision of a Registered Dietitian:

1. Observes WIC/nutrition staff as they individually review class material on: WIC enrollment, infant feeding, breastfeeding, baby behavior, as well as the rotating general nutrition/health class.
2. Observes WIC staff providing individualized nutrition and breastfeeding education for pregnant women, postpartum women, breastfeeding women, infants, children, and adults.
3. Observes Registered Dietitians providing medical nutrition therapy to OB and primary care patients, from a variety of age groups, in the Santa Barbara County outpatient health care centers.
4. Provides individual nutrition education and medical nutrition therapy in a variety of settings under the supervision and guidance of a Registered Dietitian.
5. Receives training and feedback through evaluation by program staff.
6. Learns about agencies in Santa Barbara County to which families are frequently referred.
7. Attends approved trainings and meetings.
8. Researches current nutrition topics and presents to a professional audience.
9. Participates in development and evaluation of a nutrition education class.
10. Assists in development of nutrition education materials.
11. Participates in development and training of staff.
12. Attends a restaurant inspection with staff from Environmental Health.
13. Attends a home visit with a Public Health Nurse.
14. Observes the IBCLC (International Board Certified Lactation Consultant) working with patients.
15. May attend other community health or nutrition events when available.
16. May participate in other learning opportunities needed to meet requirements for the student's dietetic internship, or other learning opportunities that arise during the course of the student's time with the Santa Barbara County Public Health Department.

Note: Student activities are subject to change depending on agency needs, staffing availability, and COVID-19 operations.

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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