

STUDENT SUPPORT AGREEMENT

between

SANTA BARBARA COUNTY

and

[UNIVERSITY NAME]

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 NAME]**, hereinafter referred to as "INSTITUTION",

RECITALS

WHEREAS, INSTITUTION provides an accredited health care program(s), 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 INSTITUTION's 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 County of Santa Barbara Health Department for various observational and/or hands-on learning experiences.

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 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 of INSTITUTION's students/interns who become sick or injured by conditions arising out of or in the course of student's participation in the INSTITUTION's PROGRAM with 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 who do not follow COUNTY policies will be removed from COUNTY facilities immediately.
- e) Inform students of the COUNTY's requirements for acceptance including, but not limited to, health status, 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 County Health 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) Classify the Risk Level of INSTITUTION's student in their role as described in Exhibit A to determine whether the role is Low, Medium, or High Risk based on the scope of duties, exposure to sensitive populations (e.g. animals), exposure to sensitive information, and duration of service.
- i) Confirm, 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;
- j) Provide required training to all students participating in the INSTITUTION's PROGRAM at COUNTY, including but not limited to Health Insurance Portability and Accountability (HIPAA), California Confidentiality of Medical Information Act (CMIA), and Privacy and Security. 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 by both parties.
- d) Oversee the INSTITUTION's PROGRAM given at COUNTY to the assigned students and provide the supervisory instructors for the INSTITUTION's PROGRAM provided for under this Agreement. Keep all attendance and academic records of students participating in the INSTITUTION's PROGRAM.
- e) Require every student to complete course requirements at a satisfactory level while assigned to the INSTITUTION'S PROGRAM.
- f) Require every student to follow all applicable COUNTY policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of INSTITUTION and COUNTY.
- g) Require every student to actively participate in the INSTITUTION's PROGRAM as more fully described in Exhibit A attached hereto.

- h) Certify to COUNTY, at the time each student first reports at COUNTY, that student has complied with all of the following:
1. 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 (or letter indicating their choice of receiving or not receiving the vaccine to the Hepatitis B virus) and seasonal influenza
 2. Completed a Tuberculosis test which resulted in a negative tuberculin skin test or negative chest x-ray
 3. 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
 - C. Employee Statement Child Abuse Report Chart
 4. If required to drive for internship activities, student shall provide proof of valid driver license information and shall carry auto liability insurance as required by state law
 5. 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 Student 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 indemnify and hold harmless COUNTY and its officers, officials, employees, and agents from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of INSTITUTION and its officers, agents, employees, and students in the performance of this Agreement. COUNTY shall indemnify and hold harmless INSTITUTION from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, caused by the negligent or wrongful act, error or omission of COUNTY and its officers, officials, employees, and agents in the performance of this Agreement.
- 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 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.** 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.
- 9) **TERM OF AGREEMENT.** This Agreement shall be for a period of five (5) years, terminating on **MTH, DAY, 2031**. Either party may terminate this Agreement after giving the other party thirty (30) days advance written notice of its intention to so terminate.
 - a) **Mutual Extension.** Prior to expiration, the County Health Director may extend the term of the Agreement in accordance with Section 12, for an additional twelve (12) months (the "Extension Term") upon review and concurrence by County Counsel and Risk Management.
- 10) **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.
- 11) **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.
- 12) **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.
- 13) **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. 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 of that fact as between INSTITUTION and COUNTY.
- 14) **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.
- 15) **NOTICES.** Any written notice given under this Agreement shall be sent by certified or registered mail to each address below:

To COUNTY: Contracts Unit

County of Santa Barbara Health
300 N. San Antonio Road, Bldg. 8
Santa Barbara, CA 93110
Email: phdcu@sbcphd.org

To INSTITUTION: [INSTITUTION NAME]
CC:
123 Main Street
Anytown, CA 12345
Email: intern@INSTITUTION.edu

- 16) **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.
- 17) **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.
- 18) **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.
- 19) **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
- 20) **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. Further, 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.
- 21) **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.
- 22) **IMMATERIAL AMENDMENTS.** The County 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 12 and upon review and concurrence by County Counsel.

Student Support Agreement between the **County of Santa Barbara** and **[UNIVERSITY NAME]**.

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

**COUNTY OF SANTA BARBARA
APPROVED**
Mouhanad Hammami, Director
County of Santa Barbara Health

APPROVED AS TO FORM:
Risk Management

By: _____
Department Head

By: _____
Risk Manager

Date: _____

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

Student Support Agreement between the **County of Santa Barbara** and **[UNIVERSITY NAME]**.

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

INSTITUTION

By: _____
Signature

Date: _____

Print Name and Title

EXHIBIT A
Student Learning Experience
[UNIVERSITY NAME]

Mission: The mission of the County of Santa Barbara Health is to meet the public health needs of our community, including:

- Preventing epidemics and the spread of disease
- Protecting against environmental hazards
- Preventing injuries
- Encouraging healthy behaviors
- Ensuring that health services are available for those who need them

Examples of nursing student and medical assistant activities under the supervision of licensed nursing staff are noted below.

STUDENT RESPONSIBILITIES

Medical Assistant, LVN & RN Students

- Perform approved clinical tasks under direct, on-site supervision of nursing faculty or licensed staff
- Follow provider direction and obtain patient/guardian consent prior to care activities
- Observe clinical procedures performed by nursing and healthcare providers
- Observe Public Health Nursing programs (communicable disease control, maternal/child health, high-risk populations, and vulnerable adults), as capacity allows
- Assist with vital signs, specimen collection, and urinalysis under supervision
- Participate in vaccination clinics (e.g., mass immunization, influenza), as appropriate
- May include screenings, blood pressure checks, medication preparation (aseptic technique), and vaccine administration (LVN/RN students in final program phase)
- Observe obstetrical services, including intake, assessments (health, psychosocial, nutritional), education, exams, ultrasounds, and NST procedures

RN Students – Community Health Nursing Rotation

- Apply epidemiological principles to community and population health practice
- Conduct nursing and psychosocial assessments under supervision
- Assist with case planning, interventions, and care coordination
- Participate in multidisciplinary case conferences and care planning
- Apply health promotion and primary prevention strategies for at-risk populations
- Conduct health education and teaching projects
- Identify and assess social determinants of health
- Apply culturally responsive care principles
- Utilize evidence-based practices to support population health outcomes

RN Students – Nurse Case Management

- Participate in interdisciplinary care planning and goal setting
- Assess client/family self-care capacity and support needs
- Develop and implement plans of care under supervision
- Monitor, evaluate, and adjust care plans as appropriate
- Identify community resources and support access to care

PRECEPTOR RESPONSIBILITIES

Student Oversight & Support

- Provide guidance, resources, and mentorship throughout student placement
- Support skill development and application of academic learning in practice
- Facilitate professional development and critical thinking

Coordination & Communication

- Facilitate interprofessional collaboration and communication with healthcare staff
- Serve as liaison between student and program staff, as needed
- Meet with program leadership (e.g., Healthcare Program Coordinator, CMO, Division Chief) for updates

Project & Performance Management

- Review student work, including data analysis and project deliverables
- Provide ongoing feedback and evaluation of student performance
- Conduct regular check-ins:
 - Weekly 1:1 meetings
 - Bi-weekly project progress reviews

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