

STUDENT SUPPORT AGREEMENT

between

SANTA BARBARA COUNTY

And

UC Irvine School of Nursing

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 UC Irvine School of Nursing, 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 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 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 Two Million Dollars (\$2,000,000) per occurrence or claim and Five Million Dollars (\$5,000,000) 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, terminating on August 23, 2026. 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 11, for additional periods, with each extension up to 12-months, through August 23, 2027, upon review and concurrence by County Counsel and Risk Management.

- 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.** 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.
- 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: Kellylazarus@sbcphd.org

To INSTITUTION: Vice Chancellor for Academic Affairs
 264 Irvine Hall
 Irvine, CA 92697-4025
- 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 **UC Irvine School of Nursing**.

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:

Bob Nelson

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD

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:

Risk Management

By: _____
Risk Management

Student Support Agreement between the **County of Santa Barbara** and **UC Irvine School of Nursing**.

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

INSTITUTION

By: _____
Adey M. Nyamathi, ANP, PhD, FAAN

Date: _____

Founding Dean and Distinguished Professor
Title

By: _____
Khanh-Van Le Bucklin, MD, Med

Date: _____

Associate Vice Chancellor, Education
Title

EXHIBIT A
Student Learning Experience
UCI Irvine Nursing Programs

Mission: To provide a strong research-based academic and professional School of Nursing at the University of California, Irvine (UCI) to prepare excellent clinicians, researchers and educators.

The School of Nursing philosophy applies to both graduate and undergraduate programs:

Nursing is interdisciplinary and collaborative in its art and its science. Together with other health professionals, the professional nurse addresses health care needs of individuals, families, and groups from diverse backgrounds. Health care needs range across the health-illness continuum from health promotion and wellness to intervention, treatment, rehabilitation, restoration, and palliation in response to illness.

Professional nursing practice can occur in any environment and includes clinical practice, research, education, and leadership roles. Nursing practice is guided by a set of ethical principles that include a commitment to service and quality health care for all without regard to culture, race, gender, or social status. Each person with whom nurses interact possesses a unique set of biological, behavioral, socio-cultural, and spiritual characteristics. It is the responsibility of the professional nurse to understand and respect these characteristics and their role in the well-being of the individual. It is the right and responsibility of the individual, family, or group to make autonomous health care decisions and to collaborate with nurses and other health care professionals in their care.

Nursing science and the evidence for nursing practice is derived from research that is both basic and applied. Professional nurses evaluate the evidence when considering care alternatives. They participate in the research process to advance nursing practice and nursing science.

Nursing students are unique individuals with diverse backgrounds and life experiences which enrich the educational environment for all students. Nursing students require substantive backgrounds in the theory and practice of nursing as well as in related disciplines including the biological, social, behavioral, medical, pharmaceutical, and biomedical sciences. They also require guidance to achieve increasingly complex levels of socialization, critical thinking, written and oral expression, and research skill based on their educational level. Nursing students have the responsibility to actively participate in their learning. The University provides multiple support systems which students have the responsibility to access when needed. Faculty have the responsibility of structuring the teaching and learning environment to facilitate student learning taking into consideration individual learning styles and personal professional goals.

Expected Student Outcomes

The School of Nursing currently offers one DNP degree track, the nurse practitioner (NP) track, which prepares graduates for evidence-based practice as advanced practice registered nurses (APRNs). Students will be a part of the population-focused concentration of the Family Nurse Practitioner (FNP). The goals and expected outcomes are consistent with nursing standards and guidelines specific to the specialized area of advanced nursing practice for which individual concentrations prepare students.

Doctor of Nursing Practice (DNP) student goals:

The overall goals of the DNP program are to prepare graduates with: expertise in a specialized area of advanced nursing practice; role preparation for the specialized area; leadership and health policy skills, and research skills.

Upon completion of the DNP Program curriculum, and as consistent with AACN expectations and standards, the DNP graduate will be able to:

1. Demonstrate advanced levels of clinical judgment, systems thinking and accountability in designing, delivering, and evaluating evidence-based care to improve patient outcomes.
2. Integrate nursing science, science-based theory, and systems knowledge into the development and evaluation of new practice approaches to care.
3. Employ advanced communication skills and processes to lead quality improvement and safety initiatives.
4. Apply analytic methods to the critical appraisal of literature and other evidence to develop and support best practice.
5. Disseminate data from evidence-based practice and research to support improvements in health outcomes.
6. Convene and lead interprofessional, collaborative stakeholder teams to create change and advance positive health outcomes.
7. Generate, evaluate, and articulate innovative solutions to complex care issues.
8. Analyze the impact of local, national, and global health policy on determinants of care decisions.
9. Support cost and resource efficiency, quality and accessibility of health care for diverse client groups.
10. Advocate for nursing and socially- and ethically relevant policy in health care design and delivery.
11. Support and effectively lead quality improvement initiatives that enhance safe, high quality, and evidence-driven care.
12. Effectively synthesize data from research, practice evidence, and other credible sources to drive care recommendations and policy.

Doctor of Nursing Practice (DNP-FNP) Program Goals

Upon completion of the DNP Program curriculum, and as consistent with AACN expectations and standards, the DNP graduate will be prepared to sit for the national Family Nurse Practitioner (FNP) board certifying exam.

1. Conduct comprehensive health and psychosocial assessments in a culturally sensitive manner for a specific population, including a detailed health history and complete physical examination.
2. Order and Interpret diagnostic tests and procedures.
3. Differentiate, diagnose, and manage acute and chronic health problems.
4. Prescribe and manage pharmacotherapeutic agents and other therapies
5. Provide health teaching and supportive counseling with an emphasis on prevention of illness, health maintenance, and chronic disease management
6. Manage and negotiate a variety of healthcare systems with an emphasis on vulnerable and underserved populations.

Furnishing/Prescribing

The student may learn the skills of medication selection, labeling and patient education regarding the medications under the preceptor's direct observation in preparation for their role as a graduate. The student may fill out the top of the prescription including medication and its directions to be presented to the preceptor for evaluation and signature. The preceptor may not pre-sign blank prescriptions. Furnishing by protocols is not authorized for nurse practitioner students.

Preceptor Responsibilities

The preceptor is responsible for:

- providing clinical space for the student to see patients in their setting;
- providing a variety of patient encounters for the student to have a balanced learning experience;
- supervise, demonstrate, teach, and observe the student in clinical activities to develop the student's skills and to ensure appropriate patient care;
- delegate gradually increasing levels of responsibility to the student for the clinical assessment and management of patients as the student's skills develop;
- allowing the student to chart in the problem oriented medical record in patient charts; if this is not authorized in a particular clinical site, the student must complete a de-identified chart note in SOAP format for each patient seen, in order to achieve this skill
- review and add information if necessary to the student's entry on patient charts and co-sign all patient records written by the student; and
- participating in the evaluation of the student's clinical skills and didactic knowledge base by:
 - giving direct supervision and observation in the clinical setting;
 - giving feedback to the student based on the oral presentation;
 - reviewing all student's chart notes, discuss student's progress with faculty during site visits; and
 - completing a written evaluation of student each quarter

Clinical Teaching

The preceptor is an essential component of the clinical program. It is their role to help the student develop skills in communication, assessment, diagnoses, recording and patient education. The preceptor should periodically observe the student performing histories and physicals and help the student improve their technique. For the first quarter, the emphasis is on perfecting the student's ability to complete a history and physical exam and distinguish normal from abnormal. The student is expected to report all findings in a descriptive manner if unsure of the diagnosis and to develop problem lists based on the information collected. The student's assessment and management will become more sophisticated during the following quarters. The preceptor should query the student on the possibilities in the differential diagnosis and help him/her develop an appropriate selective work up on episodic visits. The preceptor should ask the student what therapy and treatment is appropriate including patient education. The student should learn more about how the preceptor manages common problems and as the quarter progresses manage increasing difficult problems.

Supervision of the NP Student

The preceptor must be on the premises when the student is seeing patients. In the beginning, it is expected that the preceptor will recheck each patient. However, as the student progresses in knowledge and ability, the preceptor and the student may renegotiate this expectation. The preceptor does not have to see every patient. However, the preceptor should also see any patient with a complex problem, diagnostic or management concern. Every patient must be presented to the preceptor. The preceptor will review and sign all records.

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)

Name of Parent or
Legal Guardian
(printed)

Signature of Parent
(signed)

Date