

INTERNSHIP AGREEMENT

California State University, Fresno

Department of Public Health _____

This agreement, made and entered into this ____ day of _____, between the Trustees of the California State University, hereinafter called the "TRUSTEES", on behalf of California State University, Fresno, hereinafter called the "INSTITUTION" and County of Tulare, hereinafter called the "COUNTY":

WITNESSETH:

WHEREAS, the INSTITUTION provides an accredited educational program, approved by the TRUSTEES which requires field experience and

WHEREAS, the COUNTY has facilities suitable for providing field experience for the INSTITUTION'S program, and

WHEREAS, it is to the mutual benefit of the parties hereto that students have opportunities to use the facilities of the COUNTY for their learning experience.

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

I: AGENCY SHALL:

- a) Provide facilities as presently available and as necessary for the development and maintenance of a field educational experience for students of the program.
- b) Maintain the COUNTY facilities used for the field experience in such a manner that said facilities shall conform to all requirements of applicable State Boards, Business and Professions Codes, and Health and Safety Codes.
- c) Assure that staff is adequate in number and quality to insure safe and continuous management of the student program in cooperation with the INSTITUTION'S instructor.
- d) Provide Instructors and students taking part in the field experience, whenever possible, mutually agreed upon incidentals such as office supplies (e.g. paper, highlighters, pens), computer usage in the laboratory when appropriate, and reading material specific to the assignment at hand.
- e) Provide for emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the field experience at the COUNTY, and providing prompt notification to the INSTITUTION. Students will be responsible for all related cost of the emergency care.
- f) Have the right, after consultation with the INSTITUTION, to refuse to accept for further field experience any of the INSTITUTION'S students who in the COUNTY'S judgment, are not participating satisfactorily.

II: INSTITUTION SHALL:

- a) Designate the students who are enrolled in the program of the INSTITUTION to be assigned for field experience at the COUNTY, in such numbers as are mutually agreed to by both parties, but no more than three at any one time.
- b) Supervise all instruction and field experience given at the COUNTY to the assigned students and provide the necessary instructors for the field experience program provided for under this agreement. Keep all attendance and academic records of students participating in said program.
- c) Certify to COUNTY at the time each student first reports at COUNTY facility to participate in said program that said student will comply with all agreed upon health/insurance requirements for students of the program.
- d) Advise student to be responsible and professional while at the COUNTY. Require every student to conform to all applicable COUNTY policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the INSTITUTION and COUNTY.
- e) In consultation and coordination with the COUNTY'S representatives, plan for the field experience to be provided to students under this agreement.
- f) In consultation and coordination with the COUNTY'S staff arrange for periodic conferences between appropriate representatives of the INSTITUTION and COUNTY to evaluate the field experience program.
- g) Provide any and all instructional materials and equipment required for the Program, unless otherwise agreed by the parties.
- h) Submit to the COUNTY a schedule of the days and times when students are expected to be at the Facility, subject to approval of the COUNTY.
- i) Ensure that each student in the Program procures and maintains in force during the term of this agreement, at the student's sole cost and expense, professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. INSTITUTION shall provide additional insured status to the COUNTY.


III. GENERAL PROVISIONS:

- a) UNIVERSITY Students are not considered employees of neither the COUNTY nor the INSTITUTION and as such are not entitled to worker's compensation coverage, benefits or compensation.
- b) This agreement shall become effective on the date of countersignature and shall continue for a period of three (3) years provided; however, it may be terminated by either party after giving the other party sixty (60) days advance written notice of its intentions to so terminate.
- c) TRUSTEES shall be responsible for damages caused by the negligence of its officers, agents and employees 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 provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective officers, agents and employees.

- d) There shall be no monetary obligation on the INSTITUTION or the COUNTY, one to the other.
- e) This agreement may at any time be altered, changed or amended by mutual agreement of the parties in writing. Additionally, this agreement is not legal and binding upon any of the parties concerned until signed on behalf of the TRUSTEES by the INSTITUTION, and the COUNTY.
- f) As trainees, and solely for the purposes provided in this section, the students and instructors shall be considered member of the COUNTY'S "workforce" as defined by the HIPAA regulations of 45 CFR Section 160.103, and shall be subject to COUNTY'S policies protecting the confidentiality of personal health information, as well as any other confidential information that may arise out of performance of this agreement. COUNTY shall provide the students with substantially the same training that it provides to its employees for such purposes.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

INSTITUTION

By: 

Name: Brian Cotham

Title: Director of Procurement and Support Services

Date: 8/7/14

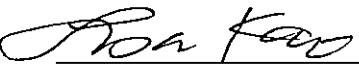
AGENCY

By: _____
(Signature)

Name: _____

Title: _____

Date: _____


By: 

Name: Lisa Kao

Title: University Risk Manager

Date: 8/1/14

APPROVE AS TO FORM:
COUNTY COUNSEL

BY 
DEPUTY 2014762