



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-8

For the meeting of: September 9, 2014

Date: August 12, 2014

To: Board of Supervisors

From: Phillip R. Crandall
Director, Department of Health and Human Services

Subject: Approval of Agreement with Redwoods Community College District on behalf of College of the Redwoods for Student Placement

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the agreement with Redwoods Community College District for student placement with various Humboldt County Department of Health and Human Services (DHHS) Departments
2. Authorize the DHHS-Director to execute Amendments to the Agreement or new Agreements substantially in the form of the attached Agreement; and
3. Authorize the Chairperson to execute three (3) originals of the Agreement; and
4. Direct the Clerk of the Board to route two (2) fully executed originals of the Agreement to the DHHS-Contract Unit for forwarding to DHHS- Social Services Administration.

SOURCE OF FUNDING:

There are no funds directly involved as the students are placed as part of the requirement for their chosen major.

Prepared by Sharon Wolff, Staff Services Analyst I CAO Approval *Amy Olsen*

REVIEW:	Auditor <i>WJH</i>	County Counsel <i>BA</i>	Personnel	Risk Manager <i>DT</i>	Other
---------	--------------------	--------------------------	-----------	------------------------	-------

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Bass* Seconded by Supervisor *Fennell*

Ayes *Sundberg, Lovelace, Bohn, Fennell, Bass*

Nays

Abstain

Absent

PREVIOUS ACTION/REFERRAL:

Board Order No. C-10, B-3, C-9

Meeting of: 1/17/06, 8/5/08, 6/24/11

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Sept. 9, 2014

By: *Kathy Hayes*

Kathy Hayes, Clerk of the Board

DISCUSSION:

On January 17, 2006 (item C-10), your Board approved a Student Placement Agreement with College of the Redwoods (CR), the First Amendment on August 5, 2008 (item B-3) and the Second Amendment on June 24, 2011 (item C-9). This Agreement expired on July 31, 2014. The County and CR have entered into agreements over the years for the placement of students in various DHHS Departments such as Social Services, Public Health and Mental Health so the students could fulfill the practical experience requirement of their major. This began in the mid-1990's with separate agreements between CR and each County Department. In 2004, your Board approved a consolidated agreement.

The student placement program has been a mutually beneficial arrangement between the County and CR. It has helped to ensure there are qualified and skilled people within Humboldt County in professions where there is traditionally a shortage of qualified candidates. This Agreement benefits the community as a whole as well as the County and CR.

Before your Board today is an Agreement that will provide for the continuing student placement program with College of the Redwoods and Humboldt County DHHS.

FINANCIAL IMPACT:

There is no direct cost to the County. The County will provide in-kind costs such as supervision for the student placements. College of the Redwoods will be responsible for all costs associated with the placement of students in County Departments.

The Agreement supports the Board's Strategic Framework by creating an opportunity for workforce development.

OTHER AGENCY INVOLVEMENT:

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board can elect not to approve this Agreement which would end the long standing student placement program with CR. This alternative is not recommended.

ATTACHMENTS:

Attachment 1: Three originals of the Agreement with Redwoods Community College District and Exhibits

STUDENT PLACEMENT AGREEMENT
Between Redwoods Community College District
and the County of Humboldt

THIS AGREEMENT, made and entered into this 9th day of Sep, 2014, by and between REDWOODS COMMUNITY COLLEGE DISTRICT, hereinafter called the "District," on behalf of COLLEGE OF THE REDWOODS, hereinafter called the "College," and COUNTY OF HUMBOLDT, hereinafter called the "County."

WITNESSETH:

WHEREAS, the District has approved a program that requires practical experience in approved facilities; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the College's Student Placement Program use the facilities of the County for their required practical 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. COUNTY SHALL:

- A. Permit each student who is designated by the College pursuant to paragraph II.B, below to receive practical experience in various Humboldt County Departments as the facilities permit, and shall furnish and permit such students and College instructors appropriate access to facilities for such practical experience, as agreed to by the County. Nothing in the Agreement shall be construed to require the County to continue to operate any of its facilities or services, where this program may be implemented, solely for the purpose of maintaining the program if the County has decided to discontinue operation of any such facility or service. Said program shall terminate at the same time the County ceases operations of any said facility or service, irrespective of the provisions of Paragraph III. The County shall notify the College in writing of any proposed termination of such facility or service.
- B. Furnish appropriate facilities in such a manner that there will be no conflict in the use thereof between the College students and students from other educational institutions, if any.
- C. Provide College instructors taking part in a practical experience program on a group basis, if possible and as mutually agreed, the following facilities:
 - 1. A conference-type space suitably furnished for small groups;
 - 2. A storage area for instructional materials;
 - 3. Space for each instructor
- D. Provide emergency health care, when available, at the customary charge for the service, for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in a practical experience program at the County's facilities.

- E. Permit and encourage members of the staff of the County to participate in instructional phase of a practical experience program where such participation would not impair the delivery of services to persons served by the participating department.
 - F. Permit designated personnel to attend meetings of the College's Faculty, or any committee thereof, to coordinate a practical experience program provided for under this Agreement, where such participation would not impair the delivery of services to persons served by the participating department.
 - G. Have the right, after consultation with the College, to refuse to accept for further practical experience program experience any of the College's students who, in the County's judgment, are not participating satisfactorily in said program.
 - H. Notify College's practical experience program instructors of any change in administrative personnel appointments.
 - I. Provide storage space for College supplies, materials, and equipment used during said program if possible and as mutually agreed.
- II. DISTRICT, THROUGH THE COLLEGE SHALL:
- A. Develop a practical experience program and present it to the appropriate County administrator for approval prior to placement of students in a County facility.
 - B. Designate the students who are enrolled in the practical experience program for the College to be assigned for practical experience at the County, in such numbers as can reasonably be accommodated by the County's facilities, as determined by the County. Such students will not be considered an employee or volunteer of the County.
 - C. Supervise all instruction and practical experience given at the County to the assigned students and provide the necessary nursing instructors for a practical experience program provided for under this Agreement.
 - D. Keep all attendance and academic records of students participating in said program.
 - E. Be responsible for student professional activities and conduct while at the County's facilities.
 - F. Require every student to sign Student Participation Agreement affirming that they will conform to all applicable policies, procedures, and regulations of the County, and all requirements and restrictions specified jointly by representatives of the College and the County prior to the start of any placement. A sample Student Participation Agreement is attached to this Agreement as Exhibit A.

- G. Require College practical experience program instructors to notify appropriate County personnel in advance of:
 - 1. Student schedules;
 - 2. Placement of students in assignments; and
 - 3. Changes in assignments
 - H. In consultation and coordination with the appropriate County personnel, plan for a practical experience to be provided to students under this Agreement.
 - I. In consultation and coordination with the appropriate County personnel, arrange for periodic conference between appropriate representatives of the College and County to evaluate the practical experience program provided under this Agreement.
 - J. Provide and be responsible for the care and control of the College's education supplies, materials, and equipment used for instruction during said program.
 - K. Provide for orientation of students and faculty assigned to the County.
 - L. In consultation and coordination with the appropriate County personnel, ensure that each student received any required clearances, such as Live Scans, prior to placement in a Department of Health and Human Services program.
 - M. Shall provide malpractice liability insurance covering students during any assigned learning experience in the Agency.
 - 1. Proof of individual professional malpractice liability insurance coverage of \$1,000,000 combined single limit per occurrence basis and not claims made; and
 - 2. The above insurance shall be underwritten by insurance companies authorized to do business in the State of California or by the provision of self-insurance that is acceptable to the County.
 - 3. Faculty assigned under this Agreement are employees to the Redwoods Community College District and are covered by the District's self-insured program and Worker's Compensation insurance.
 - 4. Provide Worker's Compensation coverage for each student participating in this program.
- III. College certifies by the authorized signature below that it is not a Nuclear Weapons Contractor, that the College is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. College agrees to

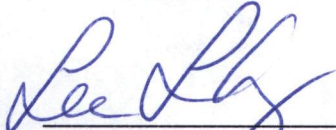
notify County immediately if it becomes a nuclear weapons contractor, as defined above. County may immediately terminate this agreement if it determines that the foregoing certification is false or if College becomes a nuclear weapons contractor.

- IV. This agreement by and between the County and the District is not intended to and shall not be construed to create the relationship of agent, servant, employer, partnership or association between the parties.
- V. This Agreement shall constitute the entire agreement between the parties related to the subject of this Agreement, and shall supersede any previous Agreements, promises, representations, understanding, and negotiations, whether oral or written, among the parties with respect to the subject matter thereof.
- VI. This Agreement shall become effective August 1, 2014 and shall continue until July 31, 2018 subject to conditions stated in Paragraph I.A., provided, however it may be terminated by either party after giving without cause after giving the other party not less than six (6) months advance written notice of its intention to do terminate; provided further, however, that any such termination by the County shall not be effective, at the election of the College, as to any student who at the date of mailing of said notice by the County was participating in said program until such student has completed the program for the then current academic year.
- VII. The DISTRICT shall be responsible for all damages of any and all kind caused by the negligence of its officers, employees, servants or agents occurring in the performance of this Agreement. The County of Humboldt shall be responsible for all damages of any kind caused by the negligence of its officers, employees, servants or agents occurring in the performance of this Agreement.

It is the intention of the College and the County of Humboldt that the above paragraph be interpreted to impose on each party the responsibility for the negligence of its respective officers, representatives, employees or agents.
- VIII. THIS AGREEMENT may at any time be altered, changed or amended by mutual agreement of the parties in writing.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto as follows:

REDWOODS COMMUNITY COLLEGE
DISTRICT (College of the Redwoods)



LEE LINDSEY
8-6-2014

Date

STATE OF CALIFORNIA
County of Humboldt



Chair of the Board of Supervisors

Sept. 9, 2014
Date

ATTEST:



Clerk of the Board of Supervisors

Sept. 9, 2014
Date