

STUDENT PLACEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2015, pursuant to Education Code 89036, by and between THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, hereinafter called the "Trustees", on behalf of HUMBOLDT STATE UNIVERSITY, hereinafter called the "University", and COUNTY OF HUMBOLDT, hereinafter called the "County".

WITNESSETH:

WHEREAS, the Trustees have 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 University'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 University 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 University instructors appropriate access to facilities for such practical experience, as agreed to by the County. County reserves the right to not accept a student for practical experience if the placement requires a background check and the County determines the student is not appropriate for the placement.

Nothing in this 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 operation of any said facility or service, irrespective of the provisions of Paragraph III. The County shall notify the University 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 University's students and students from other educational institutions, if any.
- C. Provide University 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 the 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 University'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 University, to refuse to accept for further practical experience program experience any of the University's students who, in the County's judgment, are not participating satisfactorily in said program.
- H. Notify University's practical experience program instructors of any change in administrative personnel appointments.
- I. Provide storage space for University supplies, materials, and equipment used during said program if possible and as mutually agreed.
- J. When County employees assign County vehicles to students, the County shall take full responsibility for any claims or losses that may occur. When this occurs the County shall indemnify, defend and save harmless Humboldt State University, the Trustees of the California State University, the State of California, its officers, agents, and employees, from any and all claims and losses.
- K. In accordance with Humboldt County Vehicle Use Policy, students who choose to use their personal vehicles to conduct County business, must have automobile liability insurance with a limit of not less than one million dollars (\$1,000,000.00) combined single limit coverage. Such insurance must be primary coverage.

II. TRUSTEES, THROUGH THE UNIVERSITY 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 of the University to be assigned for practical experience at the County, in such numbers as can reasonably be accommodated at 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 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. Require every student to conform to all applicable policies, procedures, and regulations of the County, and all requirements and restrictions specified jointly by representatives of the University and the County. Depending upon the student's placement, County policies, procedures, and regulations may include but are not limited to a Confidentiality Statement, County Information Systems Appropriate Use Policy, Department of Health & Human Services Privacy and Security Acknowledgement, Mental Health Branch Code of Conduct, Mandatory Child Abuse Reporting Policy, and Mandatory Elderly or Dependent Adult Abuse Reporting Policy. Depending upon the student's placement, the student may need to undergo a background check including providing Live Scan and the student may need to periodically be screened by County to ensure the student is not restricted or excluded from providing services under any health care program funded by the Federal government. County will pay for the background checks it performs.

If the student is to be granted access to County's Electronic Record system, the student will be required to complete the same training as County staff.

- F. Require University's 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.
- G. In consultation and coordination with the appropriate County personnel, plan for a practical experience to be provided to students under this Agreement.
- H. In consultation and coordination with the appropriate County personnel, arrange for periodic conferences between appropriate representatives of the University and County to evaluate the practical experience program provided under this Agreement.
- I. Provide and be responsible for the care and control of the University's education supplies, materials, and equipment used for instruction during said program.
- J. Provide for orientation of students and faculty assigned to the County.
- K. Be responsible for providing Professional Liability insurance coverage for the students while at the Agency's facilities:


1. Proof of individual professional malpractice liability insurance coverage of \$1,000,000 combined single limit per occurrence basis and not claims made, \$3,000,000 aggregate; and
 2. The above insurance shall be underwritten by insurance companies authorized to do business in the State of California or a qualified program of self insurance.
- L. Faculty assigned under this Agreement are employees of Humboldt State University/State of California and are covered by the State of California's self-insured program and Worker's Compensation insurance.
- M. Provide Worker's Compensation coverage for each student participating in this program.
- N. University certifies by the authorized signature below that it is not a Nuclear Weapons Contractor, that the University 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. University 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 University becomes a nuclear weapons contractor.
- O. This agreement by and between the County and the University is not intended to and shall not be construed to create the relationship of agent, servant, employer, partnership or association between the parties.
- P. This agreement shall constitute the entire agreement between the parties relating 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 hereof.
- III. THIS AGREEMENT shall become effective on January 1, 2015, and shall continue until December 31, 2020, subject to conditions stated in Paragraph I.A., provided, however, it may be electively terminated by either party after giving the other party not less than six (6) months' advance written notice of its intention to so terminate; provided further, however, that any such termination by the County shall not be effective, at the election of the University, 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.
- IV. The University 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 University 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.

V. 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:

TRUSTEES OF THE CALIFORNIA
STATE UNIVERSITY
Humboldt State University

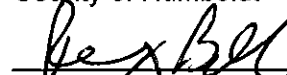

Director, Contracts and Procurement

Dated: 11-26-14

MIKE BURGART

DIRECTOR CP+RM

County of Humboldt



Chair of the Board of Supervisors

Dated: 12-16-2014

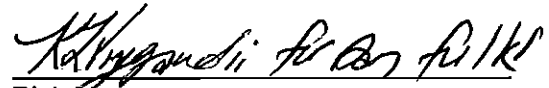
ATTEST:


Clerk of the Board of Supervisors

Dated: 12-16-2014

By: 
County Counsel

Dated: 12-1-14


Risk Manager

Dated: 12/1/14