

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
EXTERNSHIP AGREEMENT**

THIS EXTERNSHIP AGREEMENT ("Agreement") is entered into March 18, 2025 between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **AMARILLO COLLEGE OF HAIRDRESSING, INC., DBA MILAN INSTITUTE**, ("SCHOOL"). COUNTY and SCHOOL are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. Tulare County Public Health desires to enter into an agreement with SCHOOL for the provision of field and observational experience to students in the Medical Assistant and Administrative Medical Assistant programs.
- B. COUNTY has facilities suitable for the educational needs of SCHOOL.
- C. It is to the mutual benefit of both parties that students use the facilities of the COUNTY for their learning experience.

THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** This Agreement becomes effective upon signature and expires at 11:59 PM on June 30, 2028. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to currently enrolled students (EXTERNS), who shall be permitted to complete their training for any semester in which termination would otherwise occur.
2. **RESPONSIBILITIES OF THE PARTIES:** In addition to the terms and conditions set forth below and, in the County's, General Agreement Terms and Conditions, the responsibilities of SCHOOL and COUNTY are further detailed in the attached **Exhibit A**.
3. **NO MONETARY OBLIGATION:** There shall be no monetary obligation on the SCHOOL or the COUNTY, one to the other.
4. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions (Form revision approved as of 01/01/2021)" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/> . For purposes of the General Agreement Terms and Conditions, SCHOOL is referred to as CONTRACTOR.
5. **ADDITIONAL EXHIBITS:** SCHOOL shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box.

<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements

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<input type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by School and submitted to County prior to approval of agreement.</u>)
<input type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts

6. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission, or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

CONTRACTS UNIT
TULARE COUNTY HEALTH AND
HUMAN SERVICES AGENCY
Phone No.: (559) 624-8000
Fax No.: (559) 733-3718

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

SCHOOL:

MILAN INSTITUTE
Stefanie Hansen
6500 S Mooney Blvd.
Visalia, CA. 93277
Phone No.: 559-684-3900 ext. 1529
Fax No.: 559-738-7114

(b). Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first-class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

7. AUTHORITY: SCHOOL represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind SCHOOL to its terms. SCHOOL acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

8. EXTERN EMPLOYMENT STATUS: The parties expressly understand and agree that the EXTERNS enrolled in the externship program are in attendance for educational purposes only and are not considered employees of either COUNTY or SCHOOL for any purposes, including, but not limited to, compensation for services, welfare, and pension benefits. EXTERNS will participate in the externship program in exchange for course credit and/or externship hours, with the understanding that participation in the externship program is not a guarantee of employment with the COUNTY and does not confer any employment rights to the EXTERNS.

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9. INDEPENDENT SCHOOL STATUS: This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, landlord/tenant, or association between the SCHOOL and the COUNTY and their employees, EXTERNS, or agents, but rather is an Agreement by and between two independent parties. Each EXTERN that is placed with the COUNTY as part of the externship program is receiving education as part of his/her academic curriculum. Duties performed by an EXTERN are not performed as an employee of COUNTY but rather in fulfillment of the academic requirements of his/her educational experience and are performed under field supervision by COUNTY personnel. SCHOOL acknowledges that nothing in this Agreement shall be construed to confer any right upon the SCHOOL or SCHOOL Personnel to participate in, control, or direct operations at the COUNTY. As SCHOOL is not COUNTY's employee, SCHOOL is responsible for paying all required state and federal taxes for its employees. In particular, COUNTY will not:

- a. Withhold FICA (Social Security) from SCHOOL'S payments.
- b. Make state or federal unemployment insurance contributions on SCHOOL's behalf.
- c. Withhold state or federal income tax from payments to SCHOOL.
- d. Make disability insurance contributions on behalf of SCHOOL.
- e. Obtain unemployment compensation insurance on behalf of SCHOOL.

Notwithstanding this independent School relationship, COUNTY shall have the right to monitor and evaluate the performance of SCHOOL to ensure compliance with this Agreement.

10. EXTERN SUPERVISION: COUNTY shall permit EXTERNS to perform services for clients only when under the supervision of assigned COUNTY personnel. Such clinicians or professionals are to be certified or licensed in the discipline in which supervision is provided. EXTERNS shall assist staff, perform assignments, and participate in research, etc. EXTERNS are to be regarded as student EXTERNS, not employees, and are not to replace the COUNTY's staff. There will be no expectation of employment by the COUNTY after completion by the EXTERN of the externship Program.

11. SCHOOL WILL PROVIDE WORKERS' COMP FOR NON-EMPLOYEE EXTERN: EXTERNS participating in the externship program are not employees of COUNTY and are not entitled to workers' compensation insurance from COUNTY. SCHOOL agrees to provide workers' compensation insurance in accordance with **EXHIBIT C** to EXTERNS for any injury or disease arising out of EXTERNS' participation in the externship program.

12. SCHOOL WILL PROVIDE PROFESSIONAL LIABILITY INSURANCE FOR NON-EMPLOYEE EXTERN: SCHOOL acknowledges and agrees that it will be responsible for procuring and maintaining in force professional liability insurance for each EXTERN participating in the externship program during the full period of any externship with COUNTY. Professional Liability Insurance shall be in amounts reasonably necessary to protect the EXTERN against liability arising from any and all negligent acts or incidents caused by the EXTERN. Coverage under such professional liability insurance shall not be less than one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best. SCHOOL shall provide to COUNTY evidence of professional liability insurance for each EXTERN participating in the externship program.

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13. EXTERN WILL BE RESPONSIBLE FOR OBTAINING HEALTH INSURANCE: The parties acknowledge and agree that it shall be the responsibility of each EXTERN to maintain, at his or her sole cost and expense, a health insurance policy in effect during the full period of any externship with COUNTY.

14. COUNTY REQUEST FOR EXTERN REMOVAL: COUNTY may request that SCHOOL remove from the externship Program any EXTERN whose performance after appropriate instruction and counseling continues to fall below the level required to maintain appropriate practice standards, or whose conduct inhibits desirable relationships COUNTY has with the public or other agencies, or who fails to follow COUNTY's administrative policies, procedures, rules, and regulations. SCHOOL agrees to remove such EXTERNS at COUNTY's request.

15. EXTERN FIRST AID: COUNTY will provide first aid to any EXTERN who becomes sick or injured by conditions arising out of or in the course of said EXTERN's participation in the externship program with the COUNTY. COUNTY will also provide medical examinations or other protective measures that may be required by COUNTY in addition to the health examination provided by SCHOOL.

16. HIPAA COMPLIANCE: As trainees, and solely for the purposes provided in this section, EXTERN shall be considered as members of COUNTY's "workforce" as defined by the HIPAA regulations at 45 CRF § 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 EXTERN with substantially the same training that it provides to its employees for such purposes.

17. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

18. MANUAL OR ELECTRONIC SIGNATURES: The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

AMARILLO COLLEGE OF HAIRDRESSING, INC.,
DBA MILAN INSTITUTE

Date: 1/15/2024

By Tierrell Sims

Print Name Tierrell Sims

Title Campus Director

Date: 1/15/2024

By Stefanie Hansen

Print Name Stefanie Hansen

Title Director of Career Services

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities) unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: 3/18/2025

By Pete Vander Poel

Pete Vander Poel, Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By Jason T. Britt
Deputy Clerk



Approved as to Form
COUNTY COUNSEL

By Allison K. Pierce

Deputy

Date: 02/24/2025

Matter # 20241535

Exhibit A

Scope of Services

General Terms

1. SCHOOL and the COUNTY will agree on a schedule for EXTERN participation at the COUNTY'S location(s).
2. Subject to availability, COUNTY agrees to accept EXTERNS enrolled in SCHOOL for the purpose of receiving supervised training and experience, in Medical Assisting or Administrative Medical Assisting.
3. EXTERN'S participation should complement the service and educational activities of the COUNTY. EXTERN will be under the supervision of a COUNTY employee.
4. Each EXTERN is expected to perform with high standards at all times and comply with all written policies and regulations of the appropriate department of the COUNTY.
5. Either the COUNTY or SCHOOL may require withdrawal or dismissal from participation at the COUNTY of any EXTERNS whose performance record or conduct does not justify continuance.
6. Neither SCHOOL nor the COUNTY is obligated to provide EXTERN'S transportation to and from the COUNTY or health insurance for EXTERN.
7. A meeting or telephone conference between representatives of SCHOOL and the COUNTY will occur at least once each semester to evaluate the educational program and review this agreement.
8. Statements of performance objectives for this educational experience will be the joint responsibility of SCHOOL and COUNTY personnel.
9. Each EXTERN must adhere to the COUNTY'S established dress and performance standards

COUNTY shall:

10. The COUNTY agrees to appoint an Educational Coordinator (Preceptor) who is responsible for the educational activities and supervision of SCHOOL EXTERNS participating under the Agreement.
11. The COUNTY agrees to submit to SCHOOL an evaluation of each EXTERN'S progress. The format for the evaluation is established by Milan Institute in consultation with the COUNTY.
12. Nothing in this Agreement is intended to modify, impair, destroy, or otherwise affect any common law, or statutory right to indemnity, or contribution that the Milan Institute may have against the COUNTY by reason of any act or omission of the COUNTY or the COUNTY'S employees and agents.
13. The COUNTY, its employees, agents, and contractors will not charge a fee or require payment for learning experiences provided under this Agreement.

Milan Institute shall:

14. EXTERNS enrolled in the **Medical Assisting or Administrative Medical Assisting** Program at SCHOOL are required to complete an externship (work experience) as part of the graduation requirement of the course prior to receiving a certificate of completion.

15. EXTERNS have received instruction in Health Insurance Portability and Accountability Act (HIPAA) compliance and will sign a Confidentiality Agreement prior to entering the externship. SCHOOL will provide a copy of the Confidentiality Agreement to the COUNTY upon request.

16. It is the responsibility of the Career Services Coordinator to represent SCHOOL and fully explain both the program and the Externship program.

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS **INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

☒

Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

☒

Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Stefanie Hansen Date: 2-6-2025

Contractor Name Milan Institute

Signature Stefanie Hansen