

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES INTERNSHIP AGREEMENT
MEDICAL PROGRAMS**

THIS INTERNSHIP AGREEMENT is entered into as of April 1, 2025 between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **VISALIA UNIFIED SCHOOL DISTRICT/VISALIA ADULT SCHOOL**, a California Public Entity ("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. Whereas, COUNTY requests to enter into an internship agreement with SCHOOL for the provision of observational and clinical field experience to SCHOOL's students of its medical program STUDENTS.
- B. Whereas, the COUNTY has facilities suitable for providing clinical field experience for the SCHOOL program, and
- C. Whereas, it is to the mutual benefit of the parties hereto that students have opportunities to use the facilities of the COUNTY for their experience in the nursing field.

THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** This Agreement becomes effective upon signature of both Parties 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, who shall be permitted to complete their training for any semester in which termination would otherwise occur.
2. **SERVICES:** SCHOOL and COUNTY shall provide each other with the services shown on the attached Exhibit A.
3. **NO MONETARY OBLIGATION:** There shall be no monetary obligation to the SCHOOL or the COUNTY, one to the other.
4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached Exhibit B.
5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** With the exception of Section 12 "Indemnification and Defense," COUNTY'S "General Agreement Terms and Conditions (Form revision approved as of 01/01/2021)", the remainder of the COUNTY'S "General Terms and Conditions" 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/>
6. **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
-------------------------------------	------------------	--

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES INTERNSHIP AGREEMENT
MEDICAL PROGRAMS**

<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity (Must Have)
<input type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<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

7. 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 pre-paid 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:

VISALIA UNIFIED SCHOOL DISTRICT
VISALIA ADULT SCHOOL
3110 E. Houston Avenue
Visalia, CA 93292
Phone No.: 559-730-7646
Fax No.: 559-735-8078

(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.

8. 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.

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, STUDENT (s), or agents, but rather is an

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES INTERNSHIP AGREEMENT
MEDICAL PROGRAMS**

Agreement by and between two independent parties. Each STUDENT (s) that is placed with the COUNTY as part of the Internship Program is receiving education as part of his/her academic curriculum. Duties performed by a STUDENT (s) 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 the 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.
- a. Make state or federal unemployment insurance contributions on SCHOOL's behalf.
- b. Withhold state or federal income tax from payments to SCHOOL.
- c. Make disability insurance contributions on behalf of SCHOOL.
- d. 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. STUDENT EMPLOYMENT STATUS: The parties expressly understand and agree that the STUDENTs enrolled in the internship 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. STUDENTs will participate in the internship program in exchange for course credit and/or externship hours, with the understanding that participation in the internship program is not a guarantee of employment with the COUNTY and does not confer any employment rights to the STUDENTs.

11. STUDENT SUPERVISION: COUNTY shall permit STUDENTs 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. STUDENT(s) shall assist staff, perform assignments, and participate in research, etc. STUDENT(s) are to be regarded as students, 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 STUDENT of the Internship Program.

12. STUDENT WORKERS' COMPENSATION INSURANCE: STUDENT(s) participating in the internship 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 B] to STUDENT(s) for any injury or disease arising out of STUDENTs participation in the internship program.

13. STUDENT PROFESSIONAL LIABILITY INSURANCE: SCHOOL acknowledges and agrees that it will be responsible for procuring and maintaining in force professional liability insurance for each STUDENT participating in the internship program during the full period of any internship with COUNTY. Professional Liability Insurance shall be in amounts reasonably necessary to protect the STUDENT against liability arising from any and all negligent acts or incidents caused by the STUDENT. Coverage under such professional liability insurance shall not be less than one million dollars (\$1,000,000) for each occurrence

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES INTERNSHIP AGREEMENT
MEDICAL PROGRAMS**

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 COUNTY evidence of professional liability insurance for each STUDENT participating in the internship program.

14. STUDENT HEALTH INSURANCE: The parties acknowledge and agree that it shall be the responsibility of each STUDENT to maintain, at his or her sole cost and expense, a health insurance policy in effect during the full period of any internship with COUNTY.

15. COUNTY REQUEST FOR STUDENT REMOVAL: COUNTY may request that SCHOOL remove from the Internship Program any staff, perform assignments, participate in research, etc. STUDENT(s) are to be regarded as students, 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 STUDENT of the Internship Program. STUDENT 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 STUDENT(s) at COUNTY's request.

16. BACKGROUND CHECK REQUIREMENT: LIVESCAN/CRIMINAL HISTORY: STUDENT(s) must submit to live-scan fingerprinting as part of a criminal history check, which will be provided to STUDENT(s) by the COUNTY. The SCHOOL Student's participation in the Internship Program will be contingent upon the criminal history/ Live Scan results. Convictions will be assessed by Human Resources and Development for relatedness to the Internship Program. STUDENT(s) with criminal convictions may still be accepted into the program if there are mitigating circumstances or if the conviction is not related to the field practicum.

17. STUDENT FIRST AID: COUNTY will provide first aid to any STUDENT(s) who becomes sick or injured by conditions arising out of or in the course of said STUDENT's participation in the internship 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.

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

19. MUTUAL INDEMNIFICATION: Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage with respect to any work performed or services provided under this Agreement. Each party's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of either the COUNTY or the COLLEGE. If it is finally adjudicated that liability is caused by the comparative

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES INTERNSHIP AGREEMENT
MEDICAL PROGRAMS**

active negligence or willful misconduct of either the COUNTY or the COLLEGE, then each Party's indemnification obligation shall be reduced proportionally to the established comparative liability. The Parties' indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until the Claims against the Indemnitee for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose.

20. 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.

21. 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]

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES INTERNSHIP AGREEMENT
MEDICAL PROGRAMS

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

VISALIA UNIFIED SCHOOL DISTRICT

Date: 2/11/2025

By 

Print Name: William K. Shrum

Title Superintendent

Date: _____

By _____

Print Name _____

Title _____

[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: 4/1/2025

By 

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 
Deputy Clerk



Approved as to Form
COUNTY COUNSEL

By 
Deputy

Date: 2/19/2025

Matter # 20241779

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES INTERNSHIP AGREEMENT
MEDICAL PROGRAMS**

EXHIBIT A: SERVICES

School: Visalia Unified School District

- I. Role of School:
- A. Designate the students who are enrolled in the Program of the school to be assigned for field experience at the County, in such numbers as are mutually agreed to by both parties.
 - B. Establish a rotational plan for the field experience by mutual agreement between the County's Coordinator and the School's Coordinator or their duly authorized representative(s).
 - C. 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.
 - D. Keep all attendance and academic records for student's participating in said program. The trustees, through the school, shall allow County access to its records upon twenty-four (24) hours prior written notice, for review of such records to ensure compliance with County policies, procedures, regulations, requirements and restrictions pertaining to this County.
 - E. Certify to County at the time each student first reports at County to participate in said program that said student will comply with the Health for Students.
 - F. Advise students to be professional in conduct and activities 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 School and County.
 - G. Require School instructors to notify County's assigned staff in advance of:
 - 1. Student Schedules
 - 2. Placement of students in field assignments.
 - 3. Changes in field assignments.
- The particular activities and assignments of the Students shall be subject to the discretion of the County and may be based upon the availability of County Personnel or such other criteria as the County may determine; provided however; that such activities shall afford the Student the opportunity to meet the objectives contained in the program Description.
- H. In consultation and coordination with the County's staff arrange for periodic conferences between appropriate representatives of the School and County to evaluate the field experience of the program.

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES INTERNSHIP AGREEMENT
MEDICAL PROGRAMS**

- I. Provide and be responsible for the care and control of the School's education supplies, materials, and equipment used for instruction during said program.
- J. Distribute to each student, a statement which explains the hazards of drug abuse in the profession.
- K. The School understands that internship experience hours are allotted based on need and the county cannot guarantee availability for hours with specific treatment/specialties. The School will communicate this with their students, and that the County is not responsible for any deadlines or hours which are imposed on the students.
- II. Role of the County:
 - A. Permit each student who is designated by the School pursuant to Paragraph I.A above to receive field experiences at the County and furnish and permit such students and School's instructors' free access to appropriate field facilities for such field experience
 - B. Furnish appropriate facilities, in such a manner that there will be no conflicts in the use thereof between the School's students and students from other educational Schools, if any.
 - C. 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 (s), and/or Business and Professions Codes.
 - D. Assure a nurse to student ratio of 1 to 1, so that staff is adequate in number and quality to insure safe and continuous management of the student program in cooperation with the field coordinator.
 - E. Provide instructors and students taking part in the field experience, based on availability, the following:
 - 1. A conference type space furnished for small groups.
 - 2. A storage area for instructional materials.
 - 3. Access for each instructor to the medical library.
 - 4. A lecture room equipped with desks and chairs.
 - 5. Field transportation, if appropriate.
 - 6. Lockers for each instructor.
 - 7. Other incidentals that may be mutually agreeable
 - F. Provide 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 School. Students will be responsible for all related cost of emergency care.

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES INTERNSHIP AGREEMENT
MEDICAL PROGRAMS**

- G. Permit and encourage members of the resident staff and attending medical staff of the county to participate in the instructional phase of the field experience.

- H. Permit the County's designated personnel to attend meetings of the School's Faculty, or any committee thereof, to coordinate the field experience program provided for under this agreement.

- I. Have the right after consultation with the School, to refuse to accept for further field experience any of the School's students who in the County's judgment, are not participating satisfactorily.

EXHIBIT B

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 William K. Shrum Date: 2/11/2025

Contractor Name Visalia Unified School District

Signature 