UNPAID STUDENT TRAINING AGREEMENT

Number 26-119-14

1. **Contract Identification**.

   Department: Health Services

   Subject: Unpaid student training agreement with Department, sponsored by Contractor

2. **Parties**. The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

   Contractor: SAN JOSE STATE UNIVERSITY, DEPARTMENT OF OCCUPATIONAL THERAPY

   Capacity: Educational Institution

   Legal Address: 1 Washington Square, San Jose, California 951920059

3. **Term**. The effective date of this Agreement is July 1, 2021, and it terminates June 30, 2023, unless sooner terminated as provided herein.

4. **Termination**. This Agreement may be terminated by either party, at its sole discretion, upon seven-day advance written notice thereof to the other, or canceled immediately by written mutual consent, subject to termination conditions (if any) set forth in the Program Plan attached hereto and incorporated herein by reference.

5. **Program**. By this Agreement County agrees to permit unpaid student training by persons ("Participants") sponsored by Contractor, on behalf of its San Jose State University, Department of Occupational Therapy, under the following conditions:

   a. Services provided under this Agreement are volunteer services, and Participants obtain no employment rights with, or employment benefits from, the County, by virtue of this Agreement or service hereunder. Each Participant agrees to the foregoing and must execute the Unpaid Student Training Participation Agreement form attached hereto, and incorporated herein by this reference.

   b. Contract terms and conditions are expressed in the Program Plan attached hereto and incorporated herein by reference.

6. **Independent Contractor Status**. This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

7. **Legal Authority**. This Agreement is entered into under and subject to the following legal authority: California Government Code § 26227.

8. **Signatures**. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA	CONTRACTOR
By_____	By_____
Designee	
Recommended by Department	_____
	(Designate official capacity)
By_____	
Designee	(Form approved by County Counsel)

PROGRAM PLAN

Number 26-119-14

1. **Purpose of the Program**. San Jose State University, Department of Occupational Therapy, (hereinafter referred to as "Contractor") conducts an occupational therapy training program for its participating students, in cooperation with County's Department. The Contractor desires to have its occupational therapy students enrolled in this program to receive clinical field experience and instruction from the County, and the County is willing to provide such clinical experience and instruction under the terms and conditions hereinafter set forth. Therefore, the parties will undertake a program whereby such instruction and experience will be provided in accordance with this Agreement (Program), mutually agreed to by the parties.

2. **Contractor's Obligations**. Contractor shall:

   a. Designate participant students for participation in the Program conducted pursuant to this Agreement (Participants)

   b. Suggest dates for the clinical field experience, and cooperate with County's Department in establishing assignment schedules consisting of specific dates for the placement of a specific number of Participants with the County for training;

   c. Assign for clinical field experience, only those Participants who are considered adequate by mutual written agreement of the parties hereto;

   d. Make all necessary arrangements so that each Participant will:

      (1) Have completed all the necessary courses required by the Contractor as preparation for said clinical field experience;

      (2) Execute the County's Unpaid Student Training Participant Agreement (attached as Exhibit A) upon referral to the training Program;

      (3) Arrange for their own transportation to and from the Health Services Department, and for maintenance and housing during field instruction;

      (4) Channel educational problems to the appropriate instructor(s) in Contractor's school;

      (5) Promptly report any illnesses and absences from duty; *and*

      (6) Comply with regulations and standards of conduct governing professional personnel in the County Health Services Department.

   e. Agree to have each Participant furnish to County, upon request, such evidence as Contractor may require showing that the Participant assigned for training is physically, psychologically and/or medically fit. If Contractor needs to provide any confidential medical information regarding Participant, County will have Participant sign a release for such information and forward the release to Contractor; *and*

   f. Provide County with evidence that the Contractor has in full force and effect, during the term of this Agreement, general liability insurance for Participants designated for participation pursuant to this Agreement with coverage of at least Five Hundred Thousand Dollars ($500,000) for the activities of the Participants pursuant to this Agreement.

Initials:_____ _____
Contractor County Dept.

g. Contractor will retain ultimate responsibility for the education of its students. The Contractor's representative for this Agreement will be a faculty member appointed and assigned by the Contractor, as liaison to the County.

3. County's Obligations. County shall:

a. Comply with all State statutes and regulations applicable to the training of Participants enrolled in the Program;

b. Accept for clinical field experience those Participants assigned by the Contractor for such a period and in such numbers as may be mutually agreed in writing;

c. Provide the Participants with learning experiences needed to meet the objectives of the training Program, which will be mutually agreed to by the parties in accordance with this Agreement;

d. Have the right to terminate the participation of any Participant in the clinical field experience for failure to follow the instructions of County, or for any other lawful reason. In the event of such termination, County shall give prompt written notice to the Contractor; *and*

e. Comply with applicable state and federal workplace safety laws and regulations. In the event a Participant is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the County, the County, upon notice of such incident from the student, will provide such emergency care as is provided to its employees or students, where applicable.

4. Joint Obligations. County and Contractor shall jointly:

a. Plan the student-training Program, including course content and Participant assignment schedule, so as to provide a sound and effective educational Program;

b. Review the Program at the end of each training period in order to evaluate progress and recommend changes for the next consecutive training period; *and*

c. Plan for periodic review of this Agreement.

5. Participants' Obligations. Contractor shall ensure that its Participants:

a. Execute the County's Unpaid Student Training Participant Agreement (attached as Exhibit A hereto) upon referral to the training Program;

b. Abide by County policies and regulations;

c. Conduct themselves in an appropriate professional manner consistent with responsibility;

d. Observe and respect patient's rights, privacy, and dignity; *and*

e. Comply with applicable County, State, and Federal regulations respecting disclosure of patients' health information and access to, and removal of, medical records and/or information contained therein.

Initials:_____ _____
Contractor County Dept.

6. Contractor, County and Participant Agreement. Participants are not entitled to reimbursement by County for expenses associated with the use of personal vehicles while engaged in the training Program covered by this Agreement. Participants are not entitled to any compensation from County during their participation in Contractor's training Program. Participants may receive course credit from Contractor for their participation in the training Program covered by this Agreement.

EXHIBIT A

Contra Costa County

UNPAID STUDENT TRAINING PARTICIPANT AGREEMENT

The County of Contra Costa ("County") and the Participant named below agree as follows:

1. Participant will engage in training for a County department pursuant to a contract between the County and a contractor sponsoring the Participant, hereinafter the "Training Program."

2. Participant agrees that in connection with Training Program, Participant is a volunteer, and will obtain no employment rights or employment benefits from the County and waives any claim to any employment rights or employment benefits from the County based upon Participant's training services, whether or not authorized under such contract. Participant is not entitled to any monetary compensation or expense reimbursement from County for participation in Training Program; Participant acknowledges that his/her participation in the Training Program is for his/her personal benefit and solely for educational purposes, and that he/she may receive course credit from the educational institution at which he/she is enrolled.

3. Participant further agrees that he/she has read and understands the Unpaid Student Training Agreement (identified in paragraph 8, below) between the County and Participant's sponsoring contractor.

4. County or Participant may terminate this agreement upon three day's notice, or without prior notice by mutual consent or for cause. Otherwise this agreement terminates upon termination of the Contract between the County and Participant's sponsoring contractor.

5. The term of this agreement commences on the date that it is executed by both the County and Participant and terminates on the date that Participant completes his/her assigned placement in the Health Services Department under the contract between the County and the Contractor identified in Paragraph 8 below. The County or Participant may terminate this agreement upon three day's written notice, or without prior notice by mutual consent or for cause.

6. Neither the County nor any agent, officer, servant, or employee of the County shall undertake or incur any liability or other responsibility respecting the quantity, quality, kind, or value of the training of Participant and no warranty, express or implied, shall exist in that regard.

7. Entire Contract. This Agreement contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. **Identification of Unpaid Student Training Agreement:** **Number** 26-119-14

Contractor San Jose State University Department of Occupational Therapy

County Department Health Services -

CONTRA COSTA COUNTY

By_____
(Designee)

PARTICIPANT

_____
(Printed Name)

_____
(Signature)