

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

450



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:

July 6, 2011

SUBJECT: Approve Agreement #11-082 between Animal Behavior College, Inc. for the Veterinary Assistant Externship Program and the Department of Animal Services Shelter/Clinics

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve Agreement #11-082 between Animal Behavior College, Inc. and the County of Riverside Department of Animal Services Shelter/Clinics, for the performance period of date of execution through June 30, 2014, and;
- 2) Authorize the Chairperson to execute three (3) original copies of the Agreement on behalf of the County of Riverside.

BACKGROUND:

Animal Behavior College, Inc. (ABC), is an educational institution that provides certificate courses in Veterinary Assistance. ABC desires to enter into an Agreement with the County of Riverside Department of Animal Services to gain hands on experience, and build skills in the field of veterinary science while assisting by volunteering at County of Riverside Animal Shelter/Clinics.

Robert Miller
Robert Miller, Director
Department of Animal Services

RM;nd

FINANCIAL DATA	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	11/12

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: July 26, 2011
xc: CHA-Animal Services

Kecia Harper-Ihem
Clerk of the Board
By: *Michelle B. Harper*
Deputy

Prev. Agn. Ref.: District: 2 & 3 Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.16

FORM APPROVED COUNTY COUNSEL
BY: *DAVID H.K. HUFF*
DATE: 7/13/2011
Departmental Concurrence

Dep't Recomm.:
Per Exec. Ofc.:

ANIMAL BEHAVIOR COLLEGE, INC.
Veterinary Assistant Program

Externship Agreement

This is an externship agreement, (Agreement), between The County of Riverside ("County") Department of Animal Services as referenced in Exhibit B Location Sites and Animal Behavior College, Inc., a California Corporation, (ABC), 25104 Rye Canyon Loop, Santa Clarita, CA 91355.

ABC is an educational institution providing a certificate program in Veterinary Assistant training. An externship in ABC's Veterinary Assistant Certificate Program is a required and integral part of that program. The County possesses the facilities and professional expertise to provide externship education to ABC's students enrolled in its Veterinary Assistant Certificate Program.

DUTIES AND RESPONSIBILITIES OF THE COUNTY

1. Structure of the Externship Program: The County shall provide facilities and veterinary practice appropriate for successful completion of an externship program. The County agrees to be as flexible as possible in scheduling externship hours with the ABC Student. In addition, the County shall provide learning experiences that are compatible with the ABC Veterinary Assistant Externship Skills Standards, (Exhibit A), which is included as part of this Agreement along with a student assessment of each skill. The County shall at all times maintain authority for operations at its facilities.
2. Liaison/Field Coordinator: The County shall designate its own Site Externship Supervisor, (SES), qualified by training and experience, meeting the requirements of either a Licensed Veterinarian or Licensed Veterinary Technician to oversee and evaluate the students' externship. The County may also elect to appoint an employee to serve as liaison/field coordinator between the County and ABC.
3. Supervision of Students' Externship: The SES responsibilities are as follows: to plan, over-see, critique and evaluate the students' externship activities and give to ABC a completed evaluation form which will be provided by ABC which rates the student's performance. The SES and/or Site faculty shall be present at all times with students while such students are completing their externships.
4. Student Acceptance: The County may accept or reject any Student that ABC offers at their sole discretion. The County agrees that acceptance of an ABC Student is defined as the written or verbal acceptance of an ABC Student file number by the County.
5. Dismissal of Students: ABC acknowledges and agrees that the County may dismiss students from the Site and participation at the Site and terminate any student's externship assignment at any time for inappropriate behavior, poor performance, unacceptable attendance, or other cause deemed appropriate by the County if, in the sole discretion of the County, such dismissal is warranted. The County agrees to notify ABC immediately upon such dismissal.
6. Patient Care Responsibility: The County shall retain full authority for the supervision and care of all patients. The Site faculty shall be present at all times with students while such students are completing externships.

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7. Reservation of Rights: The County may reserve the right to counsel and/or discipline any student who fails to comply with facility policies and procedures. Discipline may result from conduct, work, or health status that interferes with the Site's ability to care for patients or impairs the student from benefiting from the externship experience. The County shall notify the appropriate ABC faculty member responsible for the students' externship.
8. Student Progress Reports: The County shall provide ABC all information reasonably requested by ABC concerning a student's externship performance.
9. Liability: The parties agree that the County's liability for contribution in connection with any claim by a third party shall be limited to the amount of liability to which the County would be subject in a direct action by such third party under law with consideration given to all mitigating factors, including, but not limited to, charitable immunity and the liability limit established for health care.
10. Proprietary Information: The County and Site faculty understand and agree that all ABC program course materials including, but not limited to audio tapes or CD's and written material are the sole property of ABC and may not be shared, copied or duplicated without the express written consent of ABC, Inc. The County and Site faculty also agree that ABC has not given such consent in any form. The County and Site faculty further agree that under no circumstances may they share, copy or sell any portion of the ABC programs to anyone either during or after the program and that failure to abide by this could result in legal action against the County by ABC.

DUTIES AND RESPONSIBILITIES OF ABC

1. Supervision of Students' Externship: ABC qualified faculty shall be available by telephone or email for consultation during the externships for students in the Veterinary Assistant Program in connection with student assignments.
2. Dissemination of Information: ABC shall inform all students of their responsibilities under this Agreement. ABC further agrees, to the extent that ABC is given access to specific rules and regulations for the County, ABC shall alert each Student as to the requirements of said rules and regulations.
3. Assignment of Students: ABC shall notify the County of the name and contact information of each Student which ABC proposes to assign and a proposed schedule of assignment. ABC shall ensure that each Student carries and/or wears identification as may be required by the County which clearly identifies the student as a "Student."
4. Liability Insurance: ABC shall, for itself, the students assigned to the County pursuant to this Agreement, its officers, agents and employees, provide and maintain on a continuing basis bodily injury, property damage, and general liability coverage. Any coverage maintained by the County shall be secondary to any coverage available under ABC's coverage. Any insurance held by the County shall not contribute to the student/faculty insurance nor benefit ABC in any way.

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5. Transportation: Students shall be responsible for their own transportation to and from the Site.
6. Notification: ABC shall notify the County of any changes in faculty, curriculum, and policy that may affect the externship education program.
7. Protected Health Information. ABC, its employees, agents, and faculty, shall maintain and shall inform all students to maintain the confidentiality of all patient records and data, including, without limitation, individually identifiable health information (the "Protected Health Information") and obtain appropriate authorization prior to any disclosure of such records and data. All title to medical records, charts, and patient files and data shall be and remain the sole property of the County. Notwithstanding any provision herein to the contrary, ABC acknowledges and agrees that neither it, nor its faculty, staff or students shall receive access to any patient information beyond that minimum amount of information necessary to accomplish the intended purpose of this Agreement. ABC agrees that the Protected Health Information shall only be used by ABC and its employees, agents, faculty and students for the purposes of training students and shall not be used by ABC for marketing, or any other purposes whatsoever, and shall only be disclosed in accordance with the terms hereof.

MUTUAL TERMS AND CONDITIONS

1. Student Rejection: ABC and the County understand and agree that the County may accept or reject any externship assignment that ABC offers at the County's sole discretion.
2. Duration of Agreement: ABC and the County understand and agree that the terms and conditions of this Agreement are in full force and effect once it is signed by the authority in charge of the County and received by ABC. The Performance for this Agreement is from the date of execution through June 30, 2014, unless terminated.
3. Relationship of Parties: ABC and the County shall be considered Independent Contractors to one another. This Agreement shall not create a partnership, joint venture, or association between ABC, any of its students, and the County. Neither the students nor ABC faculty shall be considered employees of the County and shall not have any claim under this Agreement or otherwise against the County for compensation, leave, retirement benefits, social security contribution, worker's compensation, disability or unemployment insurance benefits, or any other employee benefit of any kind. Any compensation paid by ABC to the County will not be subject to any withholding or payroll taxes. The County will be solely responsible for payment of any and all income, payroll and other taxes that may arise out of this compensation.
4. Modification of Agreement: All modifications, waivers, or alterations to this Agreement must be approved in writing by both parties.
5. Interpretation of the Agreement: The County and ABC acknowledge and understand that this Agreement is made and entered into in the city of Northridge, County of Los Angeles, State of California. The County further agrees that any action brought by the County to enforce the terms and conditions of this Agreement shall be brought only in the jurisdiction of the courts located in the Riverside County, CA. ABC agrees that any action brought by ABC to enforce the terms and conditions of this agreement shall be brought only in the jurisdiction of the courts located in Riverside County, CA.

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6. Nondiscrimination: Neither party to this Agreement shall discriminate pursuant to Title VI of the Civil Rights Act of 1964 with respect to race, age, sex, color, creed, or national origin; Title IX of the Educational Amendments of 1972; and relevant provisions of the Americans with Disabilities Act.

Entire Agreement: This Agreement represents the complete understanding between ABC and the County. It shall supersede prior oral or written understandings and promises relating to this subject matter.

I HAVE READ AND AGREE TO ALL THE TERMS AND CONDITIONS

Signature of Site Authority *Allan Drusys* Date Signed 7/6/11
Printed Name of Site Authority Dr. Allan Drusys, Chief Veterinarian
Street Address of Site 6851 Van Buren Blvd.
City Riverside State CA Zip 92509
Phone Number (951) 358-5034 SES Email Address ADrusys@rivcocha.org

County

ABC

By *Bob Buster*
Chairman, Board of Supervisors
Print BOB BUSTER
Date JUL 26 2011

By *Debbie Kendrick*
Vice President, ABC
Print Debbie Kendrick
Date April 20, 2011

Attest: Kecia Harper-Ihem, Clerk
By *Kecia Harper-Ihem* **DEPUTY**

Contact Person: Daniella Retamal
Title: Externship Coordinator
Phone: (888) 900-7525
E-mail: Daniella@dawgbiz.net

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FORM APPROVED COUNTY COUNSEL
BY *David H.K. Huff* 7/13/11
DAVID H.K. HUFF DATE

Exhibit A
ABC Veterinary Assistant Externship Skills Standards

A: Assist with Veterinary Office and Hospital Administration

CODE	TASK	CODE	TASK
A.01	Answer and direct phone calls	A.09	Client communication skills
A.02	Schedule appointments	A.10	Maintain courteous and responsive attitude
A.03	Admit patients	A.11	Knowledge of common legal and ethical issues
A.04	Discharge patients	A.12	Identify office procedures for medical emergencies
A.05	Use basic bookkeeping skills	A.13	Perform basic record keeping procedures
A.06	Computer Skills	A.14	Use correct veterinary medical terminology
A.07	Assist with inventory control	A.15	Describe roles of veterinary health team members
A.08	Acceptable attendance/punctuality	A.16	Maintain proper attire

B: Demonstrate Knowledge of Animal Medicine

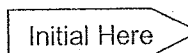
CODE	TASK	CODE	TASK
B.01	Identify common species and breeds	B.04	Demo knowledge of common parasites
B.02	Identify body systems	B.05	Discuss diet and nutrition
B.03	Demo knowledge of common diseases	B.06	Describe vaccination schedules

C: Assist with Animal Nursing

CODE	TASK	CODE	TASK
C.01	Record patient data	C.06	ID & prepare supplies for basic medical procedures
C.02	Perform basic procedures	C.07	Perform therapeutic bathing, grooming and dipping of small animals
C.03	Clean Ears	C.08	Monitor/restrain patients for fluid therapy and record observations
C.04	Demo patient handling techniques	C.09	Apply and remove bandages on healthy animals
C.05	Demo human and animal first aid		

D: Assist with Laboratory Procedures

CODE	TASK	CODE	TASK
D.01	Collect voided urine samples	D.05	Perform parasitologic procedures
D.02	Perform basic urinalysis	D.06	Assist in necropsy procedures
D.03	Assist in collection of blood samples	D.07	Perform laboratory record keeping
D.04	Do basic hematological procedures	D.08	Demo proper use of a microscope

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E: Assist with Radiology/Ultrasound Procedures

CODE	TASK	CODE	TASK
E.01	Describe the use of a technique chart	E.04	Demo & follow radiology & safety procedures
E.02	Process diagnostic radiographs	E.05	Assist in prep & position for diagnostic imaging
E.03	Properly care for equipment	E.06	Understand purpose of an x-ray log

F: Assist with Surgical Preparation and Procedures

CODE	TASK	CODE	TASK
F.01	Assist in performing surgical preps	F.03	Maintain proper operating room conduct & asepsis
F.02	Understand surgery & anesthesia logs	F.04	Assist in monitoring surgical patient

G: Maintain Hospital Orderliness and Sanitation

CODE	TASK	CODE	TASK
G.01	Clean and disinfect areas	G.06	Water animals
G.02	Wash and disinfect laundry	G.07	Feed animals
G.03	Sweep and mop floor	G.08	Clean animals
G.04	Dispose of animal waste	G.09	Provide care & maintenance of nursing equipment
G.05	Exercise animals	G.10	Demo knowledge of hospital cleaners/disinfectants

H: Demonstrate Knowledge of Principles of Pharmacology

CODE	TASK	CODE	TASK
H.01	Recognize legal issues involving drugs in the workplace	H.05	Differentiate between prescription and over-the-counter drugs & know label requirements
H.02	Recognize general types & groups of drugs and demo proper terminology	H.06	Reconstitute vaccines and know proper protocols
H.03	Restock over-the-counter pharmaceuticals	H.07	Describe appropriate routes and methods of drug and vaccine administration
H.04	Store, handle, & dispose of biological & therapeutic agents, pesticides, wastes	H.08	Recognize and report adverse drug reactions

I: Demonstrate Knowledge of Legal, Ethical, and Safety Issues

CODE	TASK	CODE	TASK
I.01	Understand Veterinary Practice Act	I.04	Demo knowledge of American Animal Hospital's OSHA Compliance & Safety Guide for Veterinary Practices
I.02	Identify potential Zoonotic diseases	I.05	Demo Knowledge of basic normal and abnormal animal behavior
I.03	Describe isolation procedures	I.06	Describe basic sanitation

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Exhibit B
County of Riverside, Department of Animal Services
Location Sites

Western Riverside County/City Animal Shelter
6851 Van Buren Blvd.
Riverside, CA 92509
(951) 358-7387

San Jacinto Valley Animal Campus
581 S. Grand Ave.
San Jacinto, CA 92582

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