

**STUDENT PLACEMENT AGREEMENT  
BETWEEN  
THE COUNTY OF MONTEREY, BY AND THROUGH  
THE COUNTY OF MONTEREY HEALTH DEPARTMENT,  
AND  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of April, 2021, between The Regents of the University of California, a constitutional corporation, on behalf of the University of California, San Francisco, SCHOOL OF NURSING (hereafter “Institution”), and the County of Monterey, on behalf of Monterey County Department of Health (“COUNTY”).

- A. Institution conducts approved and accredited nursing educational programs for graduate nursing students and desires access to facilities in which its students can obtain broader clinical learning experiences.
- B. The Board of Registered Nursing (“BRN”), the Commission on Collegiate Nursing Education (“CCNE”), and the Accreditation Commission for Midwifery Education (“ACME”) establish and oversee the requirements for the education of nursing students
- C. The mission of the COUNTY is to excel at providing quality services for the benefit of all Monterey County residents while developing, maintaining and enhancing the resources of the region.
- D. COUNTY and Institution recognize the opportunity for meaningful learning experiences for Institution, COUNTY and students, and it is in the mutual interest and benefit of the parties that Institution’s students obtain their clinical experience at COUNTY’s facilities in accordance with the requirements of BRN, CCNE, and ACME (hereinafter collectively referred to as “ACCREDITATION ORGANIZATIONS”). Institution supports the goals and objectives of the COUNTY program in which students will participate.
- E. Health services provided and administered by the COUNTY are governed by but not limited to: Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Part 160 and Part 164 as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations; California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 et seq.; Lanterman-Petris-Short Act [Welfare and Institutions Code Section 5000 et seq.]; California Code of Regulations, Title 22, § 51009; Confidential Nature of Records; Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq.

The parties agree as follows:

## I. INSTITUTION'S RESPONSIBILITIES

A. Student Profile. Institution shall make available to COUNTY a field application student profile which shall include the student's name, address, telephone number, other pertinent information. The COUNTY shall review student applications and select students for internship with the COUNTY. Each student shall be responsible for submitting his or her student profile before the Program training period begins. COUNTY shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. Institution shall notify COUNTY designated staff of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed experience. The maximum number of students shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. Program Coordinator. Institution shall designate a point of contact to coordinate with COUNTY's designee in planning the Program to be provided to students.

D. Records. Institution shall maintain all personnel records for its staff and all academic records for its students. COUNTY will ensure any records kept for student performance are sent to the Institution as proof of student accomplishments.

E. Student Qualifications: Institution shall provide appropriate health and safety training to all students on a regular basis, in accordance with prevailing Federal and State laws and regulations. Institution shall require that each student designated by Institution for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for a student in the designated Program. Additionally, Institution shall ensure that: (i) all students have documented training to meet OSHA Regulations on occupational Exposure to Blood-borne Pathogens prior to the beginning of the internship experience; and (ii) each student assigned to the COUNTY meet the COUNTY's requirements, see Exhibit A. Where Institution maintains any and all records of such testing, such records shall be made available to COUNTY upon request.

F. Health Insurance. Institution shall ensure each student has his or her own health insurance if not provided by the Institution.

G. Student Responsibilities. Institution shall notify students in the program that they are responsible for:

- 1) Complying with COUNTY's clinical and administrative policies, procedures, rules and regulations, as outlined in Exhibit A of this Agreement.
- 2) Arranging for his/her own transportation and living arrangements.

3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the COUNTY; refer to Exhibit A for COUNTY training requirements.

4) Maintaining the confidentiality of patient information.

a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the practicum experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.

b) Neither the Institution nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by COUNTY that complies with applicable state and federal law as defined in Recital D of this Agreement and its implementing regulations.

c) COUNTY shall reasonably assist student in obtaining patient consent in appropriate circumstances when applicable. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with Institution, its employees, or agents.

5) Complying with COUNTY's dress code and wearing name badges identifying themselves as Student Intern, if specified by COUNTY.

6) Insurance requirements. See Section V.

7) Establish the educational goals and objectives of its clinical experience programs in a manner consistent with the standards and requirements set forth by Institution and the applicable ACCREDITATION ORGANIZATIONS. Certain specific BRN requirements are described in **Exhibit B**, which is attached hereto and incorporated herein.

H. Field Experience Plan. Institution shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the COUNTY's representative and the Institution's Field Faculty representative and the student.

I. Field Conference. Institution may facilitate periodic conferences between appropriate representatives of the Field Faculty and COUNTY to evaluate the field experience program provided under this Agreement.

## II. COUNTY RESPONSIBILITIES

A. Field Experience. At the COUNTY's discretion, COUNTY shall accept from Institution the student and shall provide the student with a supervised field experience.

B. COUNTY Designee. COUNTY shall designate a member of its staff to participate with Institution's designee in planning, implementing, and coordinating the Program. COUNTY shall notify the Institution in advance of any change in the COUNTY's personnel appointments that may affect the student field program.

C. Access to Facilities. COUNTY shall permit students enrolled in the Program access to COUNTY facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with COUNTY's activities.

D. Records and Evaluations. COUNTY shall maintain complete records and reports on student's performance and provide an evaluation to Institution on forms the Institution shall provide.

E. Withdrawal of Students. COUNTY shall have the right to immediately terminate a student's placement/assignment if student who, in the judgment of the COUNTY, is not participating satisfactorily or refuses to follow the COUNTY's administrative policies, procedures, rules and regulations, including but not limited to inappropriate behavior, dress and/or hygiene. COUNTY shall immediately notify the student and the Institution by telephone or in person. The student and representative(s) of the Institution may meet the COUNTY to determine whether the student will be reinstated in the internship assignment at the COUNTY, and if so, upon terms and conditions determined by COUNTY to be appropriate. Notwithstanding the foregoing, COUNTY shall not take any action against Institution students in an arbitrary and capricious manner.

F. Emergency Health Care/First Aid. COUNTY shall, on any day when a student is receiving training at its facilities, ensure student has access to emergency health care or first aid for accidents occurring in its facilities at Institution and/or student expense.

G. COUNTY's Confidentiality Policies. As trainees, students shall be considered members of COUNTY's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to COUNTY's policies respecting confidentiality of medical information (as defined in Recital D). If Institution suspects a breach of any of these policies, Institution must notify the COUNTY Privacy Officer within two (2) days of such discovery. Notwithstanding any provision of this Agreement to the contrary, in the event of a breach of this Section, the County of Monterey shall have the right to seek direct damages from the Institution.

### III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

#### IV. STATUS OF STUDENTS

Institution represents that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of Institution or of the COUNTY for any purpose, including, but not limited to, payroll taxes, withholdings, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of COUNTY's "workforce" for purposes of Recital D compliance and COUNTY policies and procedures. If the student is a paid employee of the COUNTY, the student will be covered under the COUNTY's insurance policies, including Workers' Compensation, to the extent available to other employees.

#### V. INSURANCE

A. Institution Insurance. Institution shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical and Hospital Liability self-insurance with minimum limits of five million dollars (\$5,000,000) per occurrence, with a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then Institution shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.
2. Comprehensive or Commercial Form General Liability Insurance with a limit of two million, five hundred thousand dollars (\$2,500,000) each occurrence. If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
3. Workers' Compensation Self-Insurance Program covering Institution's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section V.A shall not in any way limit the liability of Institution.

Institution, upon the execution of this Agreement, shall furnish COUNTY with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall

further provide for thirty (30) days' advance written notice to COUNTY of any modification, change or cancellation of any of the above self-insurance coverages.

B. COUNTY Insurance. COUNTY, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Professional Medical, and Hospital Liability Insurance with financially-sound and reputable companies with minimum limits of five million dollars (\$5,000,000) per occurrence and a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the COUNTY shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) one million dollars (\$1,000,000) each occurrence; (2) one million dollars (\$1,000,000) Personal and Advertising Injury; and (3) five million dollars (\$5,000,000) General Aggregate. If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Insurance in a form and amount covering COUNTY's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section V.B shall not in any way limit the liability of COUNTY.

COUNTY, upon the execution of this Agreement, shall furnish Institution with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to Institution of any modification, change or cancellation of any of the above insurance coverages.

## VI. INDEMNIFICATION.

A. COUNTY shall defend, indemnify and hold Institution, its officers, employees, agents, and students harmless from and against any and all liability, loss, expense (including

reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees, or agents.

B. Institution shall defend, indemnify and hold COUNTY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Institution, its officers, employees, agents, or students.

## VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect until June 30, 2025.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon one hundred eighty (180) days' advance written notice by one party to the other or upon completion of the Institution students' rotation, whichever is greater.

## VIII. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph H, to the extent it provides that students are members of COUNTY's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

Institution	County of Monterey, Department of Health
Associate Dean for Administration UCSF School of Nursing 2 Koret Way San Francisco, CA 94143-0604	Director, Department of Health 1270 Natividad Salinas, CA 93906 Phone :831-755- 4500

I. Patient Records. Any and all of COUNTY’s medical records and charts created at COUNTY’s facilities as a result of performance under this Agreement shall be and shall remain the property of COUNTY. Both during and after the term of this Agreement, Institution shall be permitted to inspect and/or duplicate, at Institution’s expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws, including but not limited to the Health Insurance Portability and Accountability Act (“HIPAA”).

J. COOPERATION IN DISPOSITION OF CLAIMS.

COUNTY and Institution agree to cooperate with each other in the timely investigation and disposition of certain audits, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement. To the extent allowed by law, COUNTY and Institution shall have reasonable and timely access to the medical records, charts, and/or de-identified quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement. Provided, however, that nothing shall require either COUNTY or Institution to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege. Institution shall be responsible for discipline of STUDENTS and Institution faculty in accordance with Institution’s applicable policies and procedures.



To the extent allowed by law and in accordance with the applicable institution policies, the parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. COUNTY shall notify UCSF of any disciplinary concern involving STUDENTS and Institution personnel that it becomes aware of, including but not limited to allegations of sexual harassment or sexual violence. The failure to provide notice shall not be deemed a breach of the Agreement, and such failure to do so shall not relieve the indemnifying party of its indemnity obligations if such delay does not prejudice the defense thereof.

It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available; provided, however only to the extent consistent with Institution policies and only so long as any personnel assistance by Institution does not materially interfere with any Institution employee's performance of his or her Institution employment responsibilities.

*[This Section Intentionally Left Blank]*

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

INSTITUTION

DocuSigned by:  
*David Rein*  
By: 55380CAE5F32407...  
Name: David Rein, MBA, RN  
Title: Associate Dean, Administration  
& Finance, UCSF School of Nursing  
Date: 2/11/2021

COUNTY OF MONTEREY

By: \_\_\_\_\_  
Name:  
Title: Director of Health  
Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

DocuSigned by:  
*Stacy Satta*  
By: C0ECE1B99F444A9...  
Deputy County Counsel  
Date: 3/5/2021 | 1:09 PM PST

APPROVED AS TO RISK PROVISIONS:

DocuSigned by:  
*Gary Giboney*  
By: D3834BFEC1D8449...  
Risk Management  
Date: 3/5/2021 | 1:11 PM PST

**Exhibit A**

*County of Monterey Department of Health*  
1270 Natividad Road, Salinas, CA 93906

ACKNOWLEDGEMENT FORM

The County of Monterey Department of Health policies listed below are checked to indicate their pertinence to this specific internship. The County of Monterey Department of Health reserves the right to amend the policies below and add additional as needed. Acknowledged receipt is required prior to commencement of the internship.

- Drug-Free Workplace Policy
- HIV/AIDS Policy
- Asbestos Notification
- Vehicle Use Policy (completion of County's on-line driving safety course required)
- Discrimination and Sexual Harassment Policy
- Smoke-Free Policy
- Information Technology Appropriate Use Policy
- Confidentiality Acknowledgement
- Protected Information Policy
- Authorization to Release Information
- Fingerprinting Authorization
- TB Test Form
- Vaccination Records
- Health Examination
- Chest X-rays
- Other \_\_\_\_\_

I acknowledge that I have received the above applicable County of Monterey Department of Health policies and that I understand and agree to comply with the conditions specified therein.

\_\_\_\_\_  
Student's Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student Signature

## EXHIBIT B

### BRN ADDENDUM

This Exhibit describes the specific California Board of Registered Nursing (BRN) requirements for approved pre-licensure nursing programs, such as the UCSF Master's Entry Program in Nursing (MEPN).

UCSF School of Nursing (Institution) and County of Monterey (COUNTY) are committed to assure that the quality of COUNTY as a learning environment for the Institution's MEPN students is appropriate. The specific items listed below respond to BRN criteria, and therefore, do not necessarily describe all characteristics that have been taken into account in choosing this setting for student learning.

The following is the assessment of compliance with the BRN regulations:

1. The philosophy and objectives of COUNTY and Institution are compatible.
2. COUNTY evidences ability to provide an appropriate learning environment. It will ensure that staff is adequate in number and quality to ensure safe and continuous health care services to patients.

#### Institution Faculty Responsibility

The Faculty of Record (FOR) is ultimately responsible for the conduct of the course, including selection of appropriate and current content, use of teaching-learning strategies that encourage inquiry and reflective practice, and provision of clinical practice with the breadth and depth necessary to accomplish the goals of the course. The FOR will assure that the written objectives for student learning are posted in the unit utilized for student placement.

Clinical Instructors are responsible to participate in course planning, implementation, and evaluation, and especially for facilitating clinical learning by students. Such clinical teaching entails the following:

1. Assisting students to identify opportunities for learning;
2. Identifying patient care responsibility (making patient assignments);
3. Engaging in discussion with students to stimulate learning, to validate for the student his/her understanding, and to ascertain the probable safety of the student's intended care;
4. Discussing and providing feedback to the student on his/her developing understanding and competence;
5. Supporting students in their coping with the stress of new or difficult experiences;
6. Identifying patient situations that merit discussion by a group of students and leading or supporting student learning of such discussions; and

7. Conducting periodic scheduled progress review conferences and writing clinical evaluations.

To clarify the respective roles, in instances of student issues or serious error, the Clinical Instructor is the first-line problem solver/teacher, then FOR or MEPN coordinator. Any of these persons may be contacted by student or staff directly for consultation or intervention without regard to sequence if the circumstances warrant it.

#### COUNTY Responsibility and Authority

COUNTY accepts responsibility for providing an environment where students experience the following:

1. Respect as persons and future nurse colleagues;
2. Opportunity to learn, i.e., to move from being inexperienced to more experienced and knowledgeable;
3. Opportunity to observe nurses caring for patients and to discuss reasons for action or inaction with the nurse when time permits.

In terms of authority, as in other collegial situations involving different levels of expertise, the Nurse Manager or staff may urge the student to direct attention toward certain aspects, discontinue certain actions, or expedite a series of actions to meet the needs of a patient or group of patients. Additionally, experienced staff on units where students are learning may:

1. Exclude student from patient care for erratic behavior that has the probability of compromising patient safety, given the unit's ultimate responsibility for patient care. The Nurse Manager or responsible staff nurse will contact a Clinical Instructor, FOR or MEPN Coordinator immediately;
2. Request that the student discontinue a particular element of patient care or the whole care of a patient until the preceptor or Nurse Manager confers with the student and Clinical Instructor.

#### Institution Faculty and Student Orientation Plan

Institution Faculty who are not familiar with the COUNTY will be oriented at the facility and unit level by the COUNTY clinical placement coordinator and the unit manager or their designees in order to become familiar with the setting. In consultation with the Nurse Manager or designee, the faculty member will use pre-existing orientation aides, observation, questions to staff, and/or involvement in direct patient care to gain information and understanding necessary to orient himself/herself and later the students.

In discussion with the Nurse Manager, a plan will be developed that will provide students with baseline information about:

1. Goals and work of the unit;

2. Emphases, values or unusual characteristics of the unit;
3. The rhythm of the day on the unit;
4. Any contextual factors that are of particular interest or immediate concerns to the unit, e.g., impending visit by The Joint Commission (TJC), impending addition of a new type of patient;
5. Precautions, safeguards, or anxieties particular to that unit;
6. Physical location of objects and facilities.

The actual orientation may be done by the Nurse Manager, a staff nurse, and/or the instructor as agreed.

#### Provision for Meetings and Updating

A representative of the Institution coordinates in a timely manner with the appropriate persons at the COUNTY prior to the start of the placement. The FOR or designee communicates with the unit Nurse Manager for detailed planning. The Nurse Manager and the FOR will meet periodically during the clinical rotation to ascertain that the student experience is mutually satisfactory. Brief minutes of the planning and check-in meetings will be filed in the Office of Academic Programs in the Institution. The COUNTY will provide clinical updating for faculty members and students using mechanisms determined by the Nurse Manager and FOR in advance at the planning conference prior to the beginning of the quarter.