

**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 effective May 10, 2024, between The Regents of the University of California, on behalf of its School of Public Health at its Berkeley campus (“Institution”) and the County of Monterey, on behalf of County of Monterey Health Department (“COUNTY”).

- A. Institution is committed to service in the community and applied learning experiences for students. This is accomplished both through field education and service learning requirement. Field education and service learning involve the completion of internship or externship assignments in the local community that tie meaningful learning experiences directly to course content. Through reflective activities, service, and field seminars, students enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development and commitment to the community.
- B. 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.
- C. COUNTY and Institution recognize the opportunity for meaningful learning experiences for Institution, COUNTY and students. Institution supports the goals and objectives of the COUNTY program in which students will participate.
- D. 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.

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.

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.

J. Paid Internship. Student Intern will be unpaid by the COUNTY for the first 200 hours. Institution shall pay the Student Intern at the negotiated rate of \$28.56/hour for the first 200 hours, for a total commitment by Institution of \$5,712 ("Institution's Stipend"), subject to availability of funding and subject to the provisions of Section IV. Other than the Stipend, neither COUNTY nor Institution is providing any pay, compensation, or benefits of any kind to any Student Intern related to the Program. No monetary payments shall be made to COUNTY by Institution in compensation for student participation in the Program, unless otherwise provided by special arrangement.

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. At all times, COUNTY shall be responsible for the provision of medical care of its patients. COUNTY agrees that it will not use students as substitute clinical staff and will not expect students to perform independent clinical care. COUNTY's staff and physicians will be solely responsible for the provision of medical care and treatment of patients and for the

direction and supervision of student in the performance of any and all clinical activities.

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.

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 immediately. 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.

H. Paid Internship. COUNTY shall pay the Student Intern the remaining half of the total stipend amount at the negotiated rate specified in Section I. J. for the second 200 hours, subject to availability of funding.

I. COUNTY shall permit all students to receive instruction in COUNTY's quality assurance/performance improvement and risk management programs. To the degree possible and in conformance with state law, students shall participate in appropriate components of COUNTY'S quality assurance/performance improvement and risk management programs.

J. COUNTY shall have a medical records system that assures the availability of medical records at all times and documents the course of each patient's treatment and care. The

medical records system must be adequate to support the education of students and quality-assurance/performance improvement activities.

K. COUNTY shall designate, after consultation with Institution, a person to coordinate students' activity schedules and activities while at COUNTY. Provide Institution with evaluative comments of the clinical abilities and training experience of the student.

L. COUNTY shall ensure that all students have met the following requirements prior to the commencement of their first preceptorship session: 1) Vaccination Record and Proof of Immunity to Measles, Rubella, Hepatitis, and Varicella; 2) TB Skin Test; 3) Vaccination for Tetanus; 4) Privacy and Confidentiality Training, including but not limited to The Health Insurance Portability and Accountability Act ("HIPAA"); and 5) Universal Precautions Training, including but not limited to Blood-Borne Pathogen Training. COUNTY will maintain documentation showing compliance with these requirements, and make the same available upon request of Institution.

M. For purposes of health and safety, COUNTY shall consider students volunteers covered under the COUNTY's Worker's Compensation on rotation at COUNTY's locations by providing each student with orientation of the type and scope provided by COUNTY to its new employees, including but not limited to, any safety and security precautions, instruction on COUNTY'S policies and procedures regarding infection control, initiation of, or if needed, first aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection in the event of a needlestick injury to or other exposure of student to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV) or hepatitis, the COUNTY will provide follow-up care consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. The initial care and administration of testing and prophylactic therapy shall be paid for by COUNTY. Subsequent care shall be paid for pursuant to the mutual agreement of the parties.

N. COUNTY shall comply with all applicable laws, regulations, State licensing requirements, applicable specialty, accrediting or professional organizations, and LCME requirements. COUNTY shall notify Institution within five (5) days if the COUNTY receives notice of potential loss of Medicare certification or funding, exclusion from any government program, or violation of any state or federal regulations regarding compliance matters.

O. To the extent COUNTY generates or maintains educational records related to the student, COUNTY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the extent that it applies to COUNTY and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, Institution hereby designates COUNTY as a contractor with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the Institution's records is required by COUNTY to carry out the programs.

P. Permit inspection of its clinical and related facilities by individuals, both Institution Program members and LCME accreditators charged with the responsibility for accreditation of

Institution and/or its medical training programs.

Q. With respect to any professional services performed by students under this Agreement, COUNTY agrees to inform Institution as follows:

- i. Immediately upon initiation of an investigation of a student or Institution faculty member or upon the occurrence of a substantive untoward event involving a student.
- ii. Within five days after receipt of service of a complaint, summons or notice of a claim naming or involving a student.
- iii. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a student has been named or in which a settlement is being proposed on their behalf; or
- iv. Prior to making a report to the National Practitioner Data Bank, the Medical Board of California or a professional liability carrier in which a student is named.

R. COUNTY shall cooperate with and assist Institution in investigating facts which may serve as a basis for taking any disciplinary or academic action against a student. Institution may, but need not, consult with COUNTY concerning any proposed disciplinary action. COUNTY agrees to abide by Institution's recommended disciplinary action against TRAINEE(S). Notwithstanding the foregoing, COUNTY shall have the right, for good cause and after consultation with Institution, to prohibit further attendance by any student at COUNTY's facilities; provided, however, that COUNTY will not take any action against students in an arbitrary, discriminatory or capricious manner. The Institution and COUNTY agree to share any investigative or other information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

S. COUNTY shall provide Institution with a copy of COUNTY's corporate compliance program or any such plan or program that describes COUNTY's plan for ensuring ethical and legal compliance with all federal and state laws. COUNTY shall not require any students to conduct his/her professional behavior in a manner that would contradict the requirements of Institution's Corporate Compliance Program.

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, medical condition, medical history, genetics, evidence of insurability, physical or mental disability, claims history, or any other factor in violation of Institution policies and procedures or any applicable state, federal or local law or regulation, as may be amended from time to time.

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 (as defined by the Fair Labor Standards Act) of Institution 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 Student Intern or an unpaid volunteer of the COUNTY as specified in Section II M above, the paid Student Intern will be covered under the COUNTY's insurance policies, including Workers' Compensation, to the extent available to other Student Interns or unpaid volunteers.

V. INSURANCE

The Institution and COUNTY mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 general aggregate. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage upon execution of this Agreement. The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. Such coverage provided by the Institution and COUNTY may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim or occurrence and \$3,000,000 in the aggregate.

In addition, Institution shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Student Automobile liability insurance, students who drive to/from any clinical work location, must provide proof of valid California driver's license for in-state students or other valid state driver's license for out-of-state students and proof of insurance.

Workers' Compensation Insurance, Institution employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Except for ten (10) days' notice of non-payment, the Institution and the COUNTY will require 30 days written notice if the policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

VI. INDEMNIFICATION.

Each party shall indemnify, defend, and hold harmless the other party, its officers, agents, or employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement (collectively "Claim"), but only in proportion and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents, or employees.

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, 2029.**

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

C. Termination. 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.

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. Intentionally Omitted

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, The Regents of the University of
California, Berkeley
2121 Berkely Way, Suite 2220
Berkely, CA 94704

County of Monterey, Department of Health
Edward L Moreno, MD, MPH, Health Officer
and Director of Public Health Bureau
1270 Natividad Road

publichealthcareers@berkeley.edu

Salinas, CA 93906
Phone: 831-755-4950

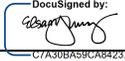
IX. EXECUTION

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

COUNTY OF MONTEREY

By: Michèle Huff

By:  _____
DocuSigned by:
Elsa Jimenez
C7A30BA59CAB423

Name: Michèle Huff

Name: Elsa Jimenez

Title: Executive Director, BCBP

Title: Director of Health

Date: 4/11/2024

Date: 5/9/2024 | 8:14 AM PDT

APPROVED AS TO RISK PROVISIONS:

By: _____
Risk Management

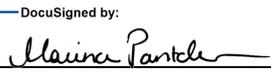
Date: _____

APPROVED AS TO FISCAL PROVISIONS:

By:  _____
DocuSigned by:
Jennifer Forsyth
4E7E657875464AE
Auditor-Controller

Date: 4/15/2024 | 6:55 PM PDT

APPROVED AS TO LEGAL FORM:

By:  _____
DocuSigned by:
Malina Pantle
65EE9E1502BD412
Deputy County Counsel

Date: 4/15/2024 | 4:39 PM PDT

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