

AGREEMENT
by and between
THE COUNTY OF MONTEREY, by and through
THE COUNTY OF MONTEREY HEALTH DEPARTMENT,
AND
HEALTH CAREER CONNECTION, INC.

THIS AGREEMENT is made and entered into this 12th day of June, 2017 between Health Career Connection, Inc. (“HCC” or “CONTRACTOR”) and the County of Monterey, on behalf of Monterey County Department of Health (“COUNTY”).

RECITALS

- A. CONTRACTOR has developed a ten (10) week summer college health care management internship program, hereafter referred to as the “Internship Program,” which seeks partnerships with other organizations or public entities, including the County of Monterey, to provide health care management experience for students, hereinafter referred to as “Interns,” from various colleges and universities.
- B. COUNTY, through its Department of Health, maintains and operates facilities suitable for furnishing such health care management internship experience and has experienced staff who can provide preceptorship and close supervision of such Interns.
- C. It is to the mutual benefit of the parties hereto that personnel and Interns of HCC use such facilities of COUNTY for the Internship Program.
- 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 HCCs Code Section 5000 et seq.]; California Code of Regulations, Title 22, § 51009; Confidential Nature of Records; Welfare and HCCs Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et seq.

The parties agree as follows:

I. HCC’S RESPONSIBILITIES

- A. CONTRACTOR shall provide oversight, recruitment, and training of Interns to be placed with the Health Department’s Planning, Evaluation, and Policy Unit over the summer months of 2017 and 2018.
- B. CONTRACTOR shall also schedule up to four hours of educational and/or social activities per week designed to support the Interns in their professional development.

C. Intern Profile. HCC shall make available to COUNTY a field application Intern profile which shall include the Intern's name, address, telephone number, other pertinent information. Each Intern shall be responsible for submitting his or her Intern profile before the Program training period begins. COUNTY shall regard this information as confidential and shall use the information only to identify each Intern.

D. Schedule of Assignments. HCC shall notify COUNTY designated staff of Intern assignment, including the name of the Intern, level of academic preparation, and start and end dates of proposed experience. The maximum number of Interns shall be two Interns in Summer 2017 and two Interns in Summer 2018. For Summer 2017 internships, the estimated start date is May 2017 and the estimated end date is September 2017. For Summer 2018 internships, the estimated start date is May 2018 and the estimated end date is September 2018. The Interns shall undergo their internship training in the Monterey County Health Department, Planning, Evaluation and Policy Unit.

E. Program Coordinator. HCC shall designate an individual who shall serve as the Coordinator for each Intern.

F. Records. HCC shall maintain all personnel records for its staff and all academic records for its Interns. COUNTY will ensure any records kept for Intern performance are sent to the HCC as proof of Intern accomplishments.

G. Intern Qualifications: HCC shall provide appropriate health and safety training to all Interns on a regular basis, in accordance with prevailing Federal and State laws and regulations. HCC shall require that each Intern designated by HCC for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for an Intern in the designated Program. Additionally, HCC shall ensure that: (i) all Interns 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 Intern assigned to the COUNTY meet the COUNTY's requirements, see Exhibit A. Where HCC maintains any and all records of such testing, such records shall be made available to COUNTY upon request.

H. Health Insurance. HCC shall ensure each Intern has his or her own health insurance if not provided by the HCC.

I. Intern Responsibilities. HCC shall notify Interns 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 Intern shall have access to or have the right to receive any medical record, except when necessary in the regular course of the internship experience. The discussion, transmission, or narration in any form by Interns of any individually identifiable patient information, medical or otherwise, obtained in the course of the Internship Program is forbidden except as a necessary part of the internship experience.

b) Interns shall use de-identified information only in any discussions about the internship program experience with HCC, 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.

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

K. Field Conference. HCC 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 HCC the Intern and shall provide the Intern with a supervised field experience.

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

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

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

E. Withdrawal of Interns. COUNTY shall have the right to immediately terminate an Intern's placement/assignment if Intern, 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 Intern and HCC by telephone or in person. The Intern and representative(s) of HCC may meet the COUNTY to determine whether the Intern 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 ensure, on any day when an Intern is receiving training at its facilities, that Intern has access to emergency health care or first aid for accidents occurring in its facilities at HCC and/or Intern expense.

G. COUNTY’s Confidentiality Policies. Interns 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 HCC suspects a breach of any of these policies, HCC must notify the COUNTY Privacy Officer immediately.

H. Compensation. COUNTY agrees to pay HCC the following amounts towards Internship Program administrative costs and stipends to be paid by HCC to Interns, as follows:

Interns	Estimated Start Date	End Date	Intern Stipend	Program Cost	Total Amount
Intern #1	June 2017	September 2017	\$4,000.00	\$2,500.00	\$6,500.00
Intern #2	June 2017	September 2017	\$4,000.00	\$2,500.00	\$6,500.00
Intern #3	June 2018	September 2018	\$4,000.00	\$2,500.00	\$6,500.00
Intern #4	June 2018	September 2018	\$4,000.00	\$2,500.00	\$6,500.00

Total Maximum Liability: \$26,000.00

The stipends to be paid by HCC to Interns are not hourly wages or wages for time spent obtaining required training. Rather, the stipends are to be paid to provide Interns assistance with educational and other costs of living while they are engaged in training activities. HCC shall invoice the County in arrears upon completion of the Internship Program and HCC’s payment of stipends to the Interns for each of Summer 2017 and Summer 2018.

III. EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The parties agree that all Interns receiving field education training pursuant to this Agreement shall be selected and treated throughout their field education training without discrimination on account of actual or perceived sex, gender, sexual orientation, gender identity or expression, race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability or genetic information, veteran’s, or other legally protected status, or association with a person or group with one or more of these actual or perceived characteristics.

IV. STATUS OF INTERNS

A. CONTRACTOR's Internship Program is intended as a professional educational experience for the Interns.

B. Interns are not employees of HCC or COUNTY who receive hourly wages or wages for time spent obtaining required training.

C. Interns shall be assigned projects and assignments that are vocational in nature.

D. The training received by Interns is designed primarily for the benefit of the Interns.

E. The COUNTY will derive no immediate advantage from the activities of the Interns.

F. Interns shall not displace regular COUNTY employees, but instead shall work under the close observation of regular COUNTY employees.

G. In performance of the work, duties, and obligations assumed by HCC under this Agreement, it is mutually understood and agreed that HCC, including any and all of HCC's Interns, officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which HCC shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that HCC is performing its obligations in accordance with the terms and conditions thereof. HCC and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters directly or indirectly the subject of this Agreement.

H. HCC agrees to be solely responsible for all matters relating to the provision of stipends to Interns assigned to COUNTY under this Agreement, including but not limited to compliance, if required, with federal and state and local wage and hours laws, laws governing workers' compensation, Social Security, lay-off or termination compensation, withholding and payment of any and all federal, state and local personal income taxes, disability/death insurance, unemployment, and any other taxes for such persons, including any related employer assessments or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits. As between COUNTY and HCC, should the Interns be deemed employees by any governmental or regulatory body, the Interns shall be the employees of HCC.

I. HCC and COUNTY acknowledge and agree that although COUNTY may employ an Intern at some future date, neither HCC nor COUNTY has made any statement, representation or offer to Intern guaranteeing Intern employment with COUNTY based upon Intern's participation in, or completion of, the Internship Program. The Internship Program is not a

recruiting mechanism for COUNTY and the Internship Program is not intended to screen potential applicants for future employment opportunities with COUNTY.

V. INSURANCE

The HCC 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 prior to 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 HCC and COUNTY may be afforded via commercial insurance, self-insurance, or some combination thereof at limits of at least \$1,000,000 per claim or occurrence and \$3,000,000 in the aggregate.

The HCC shall maintain or shall cause each Intern to maintain professional liability, insurance in the amount of \$1 Million for any single occurrence and a minimum of \$3 Million in the aggregate during the trainee's supervised field experience. The HCC shall furnish proof of such insurance coverage prior to execution of this agreement.

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

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Intern Automobile liability insurance, Interns who drive to/from any clinical work location, must provide proof of valid California driver's license and proof of insurance.

Workers' Compensation Insurance, if HCC 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.

General liability and auto coverage shall include the following endorsement, a copy of which shall be provided to the County.

Additional Insured Endorsement, which shall read:
County of Monterey, and members of the Board of Supervisors of the County of Monterey, and the officers, agents and employees of the County of Monterey, individually and collectively, as additional insureds."

Except for ten (10) days' notice of non-payment, the HCC 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

HCC shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by HCC and/or its officers, agents, employees, Interns, or subcontractors, excepting only loss, injury or damage caused by the comparative negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. HCC shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which HCC is obligated to indemnify, defend and hold harmless the County under this Agreement.

At CONTRACTOR'S expense as described herein, CONTRACTOR agrees to defend, indemnify, and hold harmless COUNTY, its officers, agents, employees, members, subsidiaries, affiliates, and successors in interest from and against any claim, demand, action, proceeding, threatened or actual, judgment, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees as provided herein arising out of HCC's or COUNTY's alleged failure to pay, when due, all such compensation, premiums, taxes and obligations and including any claim of whatever nature brought by any Intern assigned to COUNTY under this Agreement, including any applicant for an Internship under this Agreement, arising out of the assignment, or failure to assign the Intern/applicant, or arising out of any aspect of his/her internship by CONTRACTOR and the termination thereof (collectively referred to for purposes of this Section as "Internship Claim(s)"). Contractor shall pay to COUNTY any expenses or charges relating to or arising from any such Internship Claim(s) as they are incurred by COUNTY.

VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect until April 30, 2019.

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 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 II, Paragraph G, to the extent it provides that Interns are members of COUNTY's "workforce" for purposes of HIPAA. 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.


Health Career Connection, Inc.
Mai Mai Cantos, MPH
Vice President
300 Frank H. Ogawa Plaza, Suite 243
Oakland, CA 94612
Phone: (866) 579-4442 ext. 7
Email: mcantos@healthcareers.org

County of Monterey,
Department of Health
Director, Department of Health
1270 Natividad
Salinas, CA 93906
Phone: (831)-755- 4500

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.

HCC

By: 
Mai Mai Cantos, MPH
Vice President
Print Name: Mai Mai Cantos
Date: 5/4/17

COUNTY OF MONTEREY

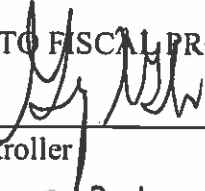
By: _____
Department of Health
Director of Health
Print Name: _____
Date: _____

By: 
Print Name: Jeff Oxendite
Title: President - CEO
Secretary (of Corporation), or any Assistant
Secretary, or Chief Financial Officer, or any
Assistant Treasurer
Date: 5/4/17

APPROVED AS TO RISK PROVISIONS:

By: _____
Risk Management
Date: _____

APPROVED AS TO FISCAL PROVISIONS:

By: 
Auditor-Controller
Date: 6-7-17

APPROVED AS TO LEGAL FORM:


By: 
Deputy County Counsel
Date: 6/7/17

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.

Intern's Name (Print)

Date

Intern Signature