

**STUDENT PLACEMENT AGREEMENT  
BETWEEN  
COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER  
AND  
FOOTHILL DEANZA COMMUNITY COLLEGE DISTRICT**

**THIS AGREEMENT** is made and entered into this 1st day of July, 2023 between the Foothill De Anza Community College District (“Institution”) and the County of Monterey, on behalf of Natividad Medical Center (hereinafter “COUNTY”). Hereinafter, either Institution or COUNTY is referred to as a “Party” or collectively as the “Parties.”

**RECITALS:**

(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 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 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. COUNTY shall review student applications and select students for internship with 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; (ii) each student assigned to COUNTY meet the COUNTY's requirements, and (iii) each student receives and signs the acknowledgement of COUNTY policies, 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 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 COUNTY's representative and the Institution's 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 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 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 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 with COUNTY to determine whether the student will be reinstated in the internship assignment at 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 COUNTY 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.

### 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 COUNTY, the student will be covered under COUNTY's insurance policies, including Workers' Compensation, to the extent available to other employees.

### 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 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 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.

The Institution shall maintain or shall cause each student to maintain professional liability, public liability and property damage insurance in the amount of \$1,000,000 for any single occurrence and a minimum of \$3,000,000 in the aggregate during the trainee's supervised field experience. The Institution shall furnish proof of such insurance coverage prior to execution of this agreement.

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:

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.

The Institution shall provide commercial general liability and automobile liability Endorsement(s) naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Institution's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Institution's insurance.

Workers' Compensation Insurance, if 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 COUNTY will require thirty (30) days written notice if the policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

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.

## VI. INDEMNIFICATION.

The Institution shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "COUNTY"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this

Agreement by Institution and/or its officers, agents, employees, students, or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of COUNTY and/or its officers, agents, employees and subcontractors. COUNTY shall indemnify, defend, and hold harmless Foothill De Anza Community College District (hereinafter "Institution"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by COUNTY and/or its officers, agents, employees, students, or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of Institution and/or its officers, agents, employees and subcontractors. The Institution shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Institution is obligated to indemnify, defend and hold harmless COUNTY under this Agreement. COUNTY shall reimburse Institution for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the COUNTY is obligated to indemnify, defend and hold harmless Institution under this Agreement.

## 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, 2026.
- 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 thirty (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 G, subdivisions 4.a), 4.b), and 4.c); Section II, Paragraph G, 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.

Foothill DeAnza Community College District  
Nadene Torres  
12345 El Monte Rd  
Los Altos Hills, CA 94089  
torresnadene@fhda.edu

Natividad Medical Center  
ATT: Contracts Division  
1441 Constitution Blvd.  
Salinas, CA 93906

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.

**Foothill DeAnza Community College District**

**COUNTY OF MONTEREY, ON  
BEHALF OF NATIVIDAD  
MEDICAL CENTER**

By: Susan Cheu  
Susan Cheu (Aug 14, 2023 16:06 PDT)  
Name: Susan Cheu  
Title: Vice Chancellor of Business Services  
Date: 08/14/2023

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

**Exhibit A**

*County of Monterey, on behalf of Natividad Medical Center*  
1441 Constitution Blvd. Salinas, CA 93906

**ACKNOWLEDGEMENT FORM**

The County of Monterey, on behalf of Natividad Medical Center policies listed below are checked to indicate their pertinence to this specific internship. COUNTY 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
  
- Discrimination and Sexual Harassment Policy
- Smoke-Free Policy
- Information Technology Appropriate Use Policy
- Confidentiality Acknowledgement (aka, Non-Disclosure Agreement)
- Compliance Handbook
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- Department of Justice (DOJ) Criminal Background Check
- Employee Health Requirements, such as:
  - Tuberculosis Screening
  - Proof of COVID-19 Vaccination
  - N-95 Respirator Fit Testing
  - Influenza Consent or Declination Form
  - Hepatitis B & T-Dap
  - MMR
  - Varicella

Other \_\_\_\_\_

I acknowledge that I have received the above applicable COUNTY policies and that I understand and agree to comply with the conditions specified therein.

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

\_\_\_\_\_  
Date

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