



Memorandum of Understanding
Between
California State University, Monterey Bay
And
County of Monterey, on behalf of
Natividad Medical Center

This Memorandum of Understanding (“MOU”) is between the County of Monterey, on behalf of Natividad Medical Center (hereinafter called “CLINICAL FACILITY”) and the Trustees of the California State University on behalf of California State University, Monterey Bay (collectively, “CSUMB”) and its College of Extended Education and International Programs (“EEIP”) and College of Health Sciences and Human Services (“CHSHS”). The CLINICAL FACILITY and CSUMB may be referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

Whereas, the California State University is the State of California, acting in its higher education capacity and is a public university system with twenty-three campuses. The California State University campus at Monterey Bay is located at 100 Campus Center, Seaside, CA 93955. CSUMB is envisioned as a comprehensive state university which values service through high quality education.

Whereas, CSUMB will operate a Master of Science Physician Assistant (“MSPA”) program. The MSPA program at CSUMB has been accredited, or will obtain accreditation, by the Accreditation Review Commission on Education for the Physician Assistant (ARC-PA) and require its students complete a series of Supervised Clinical Practice Experiences during their second year in the MSPA program.

Whereas, the CLINICAL FACILITY is a 172-bed-acute-care teaching hospital located at 1441 Constitution Blvd, Salinas, CA 93906. The CLINICAL FACILITY is a public safety-net hospital owned and operated by the County of Monterey, providing access to healthcare to all patients regardless of their ability to pay. The CLINICAL FACILITY operates with a medical staff of over 350 physicians and allied health professionals and includes several specialty clinics and outpatient primary care clinics operated by the County of Monterey Health Department.

Whereas, CSUMB desires to provide its students enrolled in the MSPA program (“STUDENT” or “STUDENTS”) with Supervised Clinical Practice Experiences through clinical preceptorships at CLINICAL FACILITY for the clinical training portion (hereinafter called “PROGRAM”) of the MSPA program. Licensed medical practitioners at CLINICAL FACILITY will provide the STUDENTS with mentorship, in addition to real-world clinical training (each sometimes referred to herein as “PRECEPTOR”).

Whereas, The Parties will both benefit by making the PROGRAM available to STUDENTS at the CLINICAL FACILITY.

Now, therefore, the Parties agree as follows:

I. General Information:

- A. The period of time for each STUDENT'S clinical experience will be a minimum of 4 weeks per rotation. The number of rotations to be completed will be agreed upon by the Parties prior to the beginning of the clinical year and will be based upon the availability of space, supervising personnel and their medical specialties.
- B. The maximum number of STUDENTS in the PROGRAM at CLINICAL FACILITY at any one time will be mutually agreed upon by the Parties at least 60 days prior to the beginning of a clinical rotation based upon the availability of space, supervising health care providers, and other considerations.
- C. The MSPA program Program Director or Medical Director, along with designees at CLINICAL FACILITY, will be responsible for arriving at an agreement on behalf of their respective Parties regarding the number of STUDENTS to receive training at CLINICAL FACILITY. The PROGRAM and maintenance of standards of instruction will be the sole responsibility of CSUMB.
- D. All STUDENTS shall meet all applicable health standards established by any applicable government authority and implemented by CLINICAL FACILITY. CLINICAL FACILITY shall have the right to terminate from the PROGRAM any STUDENT when the health status of such STUDENT is detrimental to the health and/or safety of the patients or staff at CLINICAL FACILITY, as determined in the sole discretion of CLINICAL FACILITY.

II. CSUMB Responsibilities:

- A. **Instruction and Supervision.** CSUMB shall provide the necessary preparatory instruction and overall academic supervision for the STUDENTS to ensure proper application of principle and theory during the Supervised Clinical Practice Experiences, CSUMB shall be responsible for clear and specific objectives and planned learning activities for the clinical year, clinical manuals for STUDENTS, and appropriate evaluation instruments for student learning. CSUMB shall provide STUDENTS who are acceptable to CLINICAL FACILITY for participation in the PROGRAM. Without limiting the foregoing, CSUMB shall assign to CLINICAL FACILITY for rotations only those STUDENTS to whom CLINICAL FACILITY has agreed, and only those STUDENTS: (1) that are in good standing with CSUMB; (2) for which no disciplinary actions have been taken or are pending; and (3) that have not in the past, and currently are not, involved in any complaints, claims or actions related to patient care, or excluded from federal or state health care programs.
- B. **Student Profile.** CSUMB shall complete and send CLINICAL FACILITY a profile of its assigned STUDENTS, including each STUDENT'S name, e-mail address, and telephone number prior to the beginning of their preceptorship. CLINICAL FACILITY shall keep this information confidential, and will only use as necessary in the course of the PROGRAM.

- C. **Schedule of Assignments.** CSUMB shall notify designees of CLINICAL FACILITY of its planned schedule of STUDENT assignments, including the name of the STUDENT, level of academic preparation prior to being assigned to CLINICAL FACILITY.
- D. **Program Directors.** CSUMB shall provide one Program Director and one Medical Director to coordinate with designees of CLINICAL FACILITY in the planning of the PROGRAM. The Program Director and Medical Director shall coordinate periodic meetings between CSUMB and CLINICAL FACILITY to evaluate and improve the clinical educational experience in the PROGRAM.
- E. **Student Supervision.** CSUMB MSPA program shall approve all preceptors to supervise STUDENT participation in the PROGRAM. CSUMB shall instruct the STUDENTS and faculty site visitors to conform to all applicable CLINICAL FACILITY policies, procedures, and regulations. CLINICAL FACILITY shall be responsible for providing CSUMB with any and all applicable policies, procedures, and regulations and providing an orientation to STUDENTS and instructors assigned to CLINICAL FACILITY.
- F. **Records.** CSUMB shall retain all personal and academic records of the STUDENTS.
- G. **Rules and Regulations.** CSUMB shall enforce its own policies, rules, and regulations governing the STUDENTS.
- H. **Confidentiality.** CSUMB shall instruct the STUDENTS to maintain the confidentiality of any and all patient information in accordance with applicable state and federal laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA") and the California Confidentiality of Medical Information Act ("CMIA"). CSUMB is not, and will not be considered as, a "Business Associate" of CLINICAL FACILITY and/or "Covered Entity," as those terms are defined and used in HIPAA regulations at 45 CFR 160.101 *et seq.*
- I. **Health of Students.** CSUMB shall provide CLINICAL FACILITY with evidence that each STUDENT is up to date with required vaccinations for contagious disease and demonstration of a negative tuberculosis test or receipt of clearance.
- J. **Background Check.** CSUMB shall provide proof of a lawful background check to CLINICAL FACILITY for each STUDENT participating in the PROGRAM at CLINICAL FACILITY prior to said STUDENT'S commencement of the PROGRAM at CLINICAL FACILITY. Said background check shall include at a minimum: a felony criminal search; exclusion and sanction searches of the Department of Health and Human Services, Office of Inspector General exclusion list, the System of Award Management exclusion list, and any applicable state equivalents.
- K. **Student Responsibilities.** CSUMB shall notify STUDENTS assigned to CLINICAL FACILITY, and require STUDENTS to confirm in writing, that each STUDENT is responsible for:
 - i. Following the clinical and administrative policies, procedures, rules and regulations of CLINICAL FACILITY.
 - ii. Following the dress code of CLINICAL FACILITY by providing the necessary and appropriate uniforms, which shall be designated, but not provided, by the CLINICAL FACILITY.

- iii. Arranging for their own transportation and living arrangements, when not provided by CSUMB.
 - iv. Arranging for and assuming the cost of their own health insurance, when not provided by CSUMB.
 - v. Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, chest x-ray, and annual health examination.
 - vi. Arranging for and assuming the cost of their own background check.
 - vii. Reporting to CLINICAL FACILITY on time for scheduled clinical experience hours and following all established rules and regulations of CLINICAL FACILITY.
 - viii. Maintaining the confidentiality of all patient and proprietary information at CLINICAL FACILITY. No STUDENT shall have access to or have the right to receive any medical record, except when necessary in the regular course of their clinical experience. The discussion, transmission, or narration in any form by STUDENTS of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the clinical experience is forbidden, except when specifically made a necessary part of the PROGRAM.
 - ix. Keeping a log of procedures for which he/she has performed. This log will be signed off by designees at CLINICAL FACILITY verifying STUDENT attendance hours and procedures.
 - x. STUDENTS will be provided verbal and/or written feedback from designees at CLINICAL FACILITY, which will also be reported to the PROGRAM Directors.
 - xi. STUDENTS shall not replace clinic staff nor give services to patients, except as part of STUDENT'S educational training, and except as may be legally permissible under the applicable laws, including the Health & Safety Code, the Business & Professions Code, and applicable regulations, including, without limitation, 16 C.C.R. § 1399.538 (regarding notification and consent of patients).
- L. **Payroll Taxes and Withholdings.** CSUMB shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for CSUMB employees who provide services to the PROGRAM under this MOU. STUDENTS are not employees or agents of the CLINICAL FACILITY and/or CSUMB and shall receive no compensation for their participation in the PROGRAM, either from CLINICAL FACILITY or CSUMB.

III. **CLINICAL FACILITY Responsibilities:**

- A. **Clinical Experience.** CLINICAL FACILITY shall accept the mutually agreed upon number of STUDENTS enrolled in the PROGRAM. CLINICAL FACILITY shall permit designated and licensed health care providers to participate in the instruction of the STUDENTS without interfering with the service commitments of the CLINICAL FACILITY.

- B. **Patient Care Responsibility.** CLINICAL FACILITY shall retain ultimate responsibility for patient care and services. CLINICAL FACILITY shall permit STUDENTS to perform services for consenting patients only when under the supervision of a registered, licensed, or certified clinician/professional on CLINICAL FACILITY'S staff. Such clinicians or professionals are to be certified or licensed in the discipline in which supervision is provided. STUDENTS shall perform their training/learning assignments, and participate in rounds, clinics, staff meetings, and in-service educational programs under the supervision of a registered, licensed, or certified clinician/professional on CLINICAL FACILITY'S staff. STUDENTS are to be regarded as trainees, not employees of CLINICAL FACILITY, and are not to replace CLINICAL FACILITY staff.
- C. **Accreditation.** CLINICAL FACILITY shall permit the appropriate educational accreditation agency to make site visits to the facilities to verify the instructional and clinical/non-clinical experience of the STUDENTS in the PROGRAM, upon reasonable request.
- D. **Clinical Facility Designee.** CLINICAL FACILITY shall designate a member of its staff as the Field Supervisor to participate with the designees of CSUMB in planning, implementing, coordinating and evaluating the PROGRAM.
- E. **Records and Evaluations.** CLINICAL FACILITY shall complete evaluations on each STUDENT'S performance, and shall provide an evaluation to CSUMB on forms provided by CSUMB. The completed evaluation shall be forwarded to CSUMB within 5 business days following the conclusion of STUDENT'S clinical experience. CLINICAL FACILITY shall comply with all federal, state, and local laws, ordinances, and regulations regarding the operation of the PROGRAM, including laws and regulations concerning the confidentiality of STUDENT records.
- F. **Access to Facilities.** CLINICAL FACILITY shall provide facilities, equipment, and other items as presently available and as necessary for the development and maintenance of a clinical educational experience for STUDENTS taking part in the PROGRAM. CLINICAL FACILITY shall permit STUDENTS access to the appropriate facilities for the PROGRAM, including conference room space when available, provided the presence of the STUDENTS shall not interfere with the activities of CLINICAL FACILITY.
- G. **Rules and Regulations.** CLINICAL FACILITY shall be responsible for providing CSUMB with any and all applicable policies, procedures, and regulations and providing an orientation to STUDENTS and instructors assigned to CLINICAL FACILITY.
- H. **Withdrawal of Students.** CLINICAL FACILITY may request that CSUMB withdraw from the PROGRAM any STUDENT that CLINICAL FACILITY determines is not performing satisfactorily, or who refuses to follow the administrative policies, procedures, rules and/or regulations of CLINICAL FACILITY or violates federal or state laws. Such request shall be in writing and must include a statement as to the reason(s) why CLINICAL FACILITY desires to have the STUDENT withdrawn. CSUMB shall comply with this request promptly and at the most within 5 days of receipt of the written statement. CLINICAL FACILITY reserves the right to suspend from participation immediately any STUDENT who poses an imminent danger of harm to patients or others.

- I. **Emergency Health Care/First Aid.** CLINICAL FACILITY shall provide emergency first aid and medical treatment for any STUDENT who becomes sick or injured on CLINICAL FACILITY'S premises during said STUDENT'S participation in the PROGRAM at the CLINICAL FACILITY, including but not limited to immediate evaluation for risk of infection and appropriate follow-up care of a STUDENT 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 immunodeficiency virus (HIV) or hepatitis, such follow-up shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. Any initial care and administration of testing and prophylactic therapy shall be paid for by CLINICAL FACILITY. Subsequent care shall be paid for pursuant to the mutual agreement of the Parties. CLINICAL FACILITY shall provide any additional medical examinations and/or other protective measure that may be required by CLINICAL FACILITY. Except as provided herein, CLINICAL FACILITY shall have no obligation to furnish non-emergency medical or surgical care to any STUDENT. STUDENTS will be financially responsible for all such care rendered in the same manner as any other patient.
- J. **Training Capacity.** CLINICAL FACILITY shall ensure STUDENTS perform at a training capacity only, and shall not utilize STUDENTS to treat patients in lieu of trained professionals who are allied health professionals or members of the CLINICAL FACILITY'S medical staff. STUDENTS shall perform services for patients only when under the supervision of a licensed health care provider and with the patient's consent.
- K. **No STUDENT Billing for Services.** The Parties agree that no STUDENT shall bill or charge any other party or entity including, without limitation, the Medicare program or any other third party payer, for PROGRAM services. To the extent permitted by law, CLINICAL FACILITY shall be solely responsible for billing and collecting fees and charges from patients, payers or other responsible third parties for any services rendered at CLINICAL FACILITY.
- L. **Status of STUDENTS and MSPA Program Faculty:** STUDENTS and MSPA Program faculty participating in the PROGRAM under this MOU are not employees of CLINICAL FACILITY and will not replace CLINICAL FACILITY staff, regardless of the nature and extent of the acts performed by STUDENTS or MSPA Program faculty.
- M. **OSHA Compliance.** While STUDENTS and MSPA Program faculty are in the PROGRAM at CLINICAL FACILITY, CLINICAL FACILITY shall be responsible for compliance with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to blood borne pathogens in the workplace under the Occupational Safety and Health Act of 1970, as may be amended or superseded from time to time (the "Regulations"), including, but not limited to CLINICAL FACILITY accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood borne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow up. Facility's responsibility with respect to the Regulations

also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

- N. **CLINICAL FACILITY'S CONFIDENTIALITY POLICIES.** STUDENTS and MSPA Program faculty shall be considered members of CLINICAL FACILITY'S "workforce", as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to CLINICAL FACILITY'S rules and policies respecting confidentiality of medical information. In order to ensure that STUDENTS and MSPA Program faculty comply with such policies, CLINICAL FACILITY shall ensure that STUDENTS and MSPA Program faculty have substantially the same training CLINICAL FACILITY provides to its regular employees regarding confidentiality of medical information. CLINICAL FACILITY shall ensure no STUDENT or MSPA Program faculty have access to, or have the right to receive, any medical record, except when necessary in the regular course of the PROGRAM.
- O. **Payroll Taxes and Withholdings.** CLINICAL FACILITY shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for CLINICAL FACILITY'S employees and agents, if any, who provide services to the PROGRAM under this MOU. STUDENTS are not employees or agents of the CLINICAL FACILITY and/or CSUMB and shall receive no compensation for their participation in the PROGRAM, either from CLINICAL FACILITY or CSUMB. For purposes of this MOU, however, STUDENTS are trainees and shall be considered members of CLINICAL FACILITY'S "workforce" as that term is defined by the HIPAA Regulations at 45 C.F.R. § 160.103.

IV. **General Provisions:**

- A. **Non-Discrimination.** The Parties agree they will comply with all applicable federal and state anti-discrimination laws and regulations, and agree not to unlawfully discriminate against any STUDENT receiving clinical training pursuant to this MOU on the basis of race, color, religion, sex, age, national origin, ancestry, marital status, physical or mental disability, sexual preference or orientation, veteran's status or any other category protected by law. The Parties further agree they will make reasonable accommodation for disabilities which do not materially affect a STUDENT'S ability to perform the learning objectives of the PROGRAM, or as may be required by applicable law.
- B. **Relationship of the Parties.** It is expressly understood and mutually agreed that this MOU is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between CSUMB and CLINICAL FACILITY, but is rather an agreement between independent contractors for the sole purpose of establishing a clinical experience component to the MSPA Program of instruction. This MOU is not intended to, and shall not be construed to, create rights or benefits of any kind or type in any third parties, such as those STUDENTS who participate in the PROGRAM, except and unless specifically set forth herein.
- C. **No Third Party Rights.** It is expressly agreed and understood by the Parties to this MOU that the STUDENTS in the PROGRAM are in attendance at the CLINICAL FACILITY for educational purposes only. Without limiting the foregoing, no offer or obligation of permanent employment with the CLINICAL FACILITY is intended or implied in any manner by this MOU. STUDENTS are not employees of either Party and shall not become

entitled, by virtue of this MOU, to any form of employee benefits or fringe benefits, including but not limited to compensation for services, employee benefits of any and all types, including workers compensation, unemployment compensation or insurance, vacation pay, sick leave, retirement benefits, social security benefits, disability insurance benefits, or any other employee benefits, except and unless specifically set forth herein.

D. Insurance.

1. CSUMB and CLINICAL FACILITY 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.
2. 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 CSUMB and CLINICAL FACILITY 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.
3. CSUMB 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 STUDENT's rotation. CSUMB shall furnish proof of such insurance coverage prior to execution of this agreement.
4. In addition, CSUMB shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
 - a) 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;
 - b) Commercial general liability and automobile liability endorsement(s) naming the County of Monterey, its officers, agents, and employees as additional insureds (the "ADDITIONAL INSUREDS") with respect to liability arising out of CSUMB, its Program Director, its Medical Director, or its STUDENTS' performance of their respective obligations and responsibilities related to or arising from this Agreement or CSUMB's operation of the Program, including ongoing and completed operations. The Parties acknowledge and agree that such insurance shall be primary insurance to any insurance or self-insurance maintained by the CLINICAL FACILITY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CSUMB's or a STUDENT's insurance.

- c) Student Automobile liability insurance, for STUDENTS who drive to/from any clinical work location. Such STUDENTS must provide proof of insurance, and also provide proof of a valid California driver's license for in-state STUDENTS or other valid state driver's license for out-of-state STUDENTS.
 - d) Workers' Compensation Insurance, if CSUMB 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.
5. CSUMB and the CLINICAL FACILITY will require thirty (30) days' advance written notice if any of the above-referenced policies are canceled, non-renewed, or coverage/limits that are reduced or materially altered, and ten (10) days' notice of non-payment.
6. The Parties acknowledge and agree that the CSUMB insurance requirements set forth in this Section IV. D. shall be primary insurance to any insurance or self-insurance maintained by the CLINICAL FACILITY, and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss: (1) covered by CSUMB's or a STUDENT's insurance; or (2) for which CSUMB or STUDENTS are responsible under this Section IV. E. or any other term or condition of this Agreement (regardless of whether such acts or omissions are covered by CSUMB's or a STUDENT's insurance).

E. Indemnification.

a) By County of Monterey. County of Monterey ("COUNTY") shall defend, indemnify and hold the State of California, Board of Trustees of the California State University, CSUMB, University Corporation at Monterey Bay, their officers, employees and agents harmless from any claim, liability, loss, injury or damage arising out of, or in connection with, the negligent, reckless or intentionally wrongful performance of this Agreement by COUNTY, its officers, employees, or agents, excepting only loss, injury or damage caused by the negligent, reckless, or willful misconduct of CSUMB, their officers, employees, agents, or sub-contractors. COUNTY shall reimburse CSUMB for all reasonable costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which COUNTY is obligated to indemnify, defend and hold harmless CSUMB under this Agreement.

b) By CSUMB. CSUMB shall defend, indemnify and hold COUNTY, its officers, employees, and agents harmless from any claim, liability, loss, injury or damage arising out of, or in connection with, the negligent, reckless or intentionally wrongful performance of this Agreement by CSUMB, its officers, employees, agents, or sub-contractors, excepting only loss, injury or damage caused by the negligent, reckless or willful misconduct of COUNTY, its officers, employees, or agents. CSUMB shall reimburse COUNTY for all reasonable costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which CSUMB is obligated to indemnify, defend and hold harmless County under this Agreement.

F. Non-Exclusive Agreement. The Parties recognize this MOU is non-exclusive and both Parties expressly reserve the right to contract with other entities for the same or similar services.

- G. **Assignment; Binding Effect.** CLINICAL FACILITY may not assign or transfer any of its rights, duties, or obligations under this MOU, in whole or in part, without the prior written consent of CSUMB. This MOU shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns.
- H. **Advertising.** No Party shall use the name, logo, or likeness of the other Party in any advertising or promotional material without the prior written consent of the other Party.
- I. **Notice.** Any written notice given under this MOU shall be sent by registered mail to each address below:

For CLINICAL FACILITY:

Gary Gray, DO
 Chief Executive Officer
 Natividad Medical Center
 1441 Constitution Blvd.
 Salinas, CA 93906

For CSUMB:

Art Evjen
 Director of Business and Support Services
 California State University, Monterey Bay
 100 Campus Center, Mountain Hall, #B
 Seaside, CA 93955

- J. **Severability.** In the event one or more of the provisions contained in this MOU is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this MOU and the remaining parts of this MOU shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this MOU.
- K. **Due Authorization.** The Parties represent and warrant that (a) the execution and delivery of this MOU has been duly authorized and approved by requisite action, (b) no other authorization or approval, whether of governmental bodies or otherwise, will be necessary in order to enable the Parties to enter into and comply with the terms of this MOU, and (c) the person(s) executing this MOU on behalf of the Parties have the authority to bind the Parties.
- L. **Headings.** Headings are used in this MOU for convenience only and do not affect or define this MOU's terms and conditions.
- M. **Governing Law.** This MOU shall be governed and construed in accordance with the Law of the State of California. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.
- N. **Counterparts.** This MOU may be signed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same complete instrument. The signature page of each counterpart may be detached from such counterpart and attached to a single document, which shall for all purposes be treated as an original. Faxed, photocopied, or e-mailed signatures shall be deemed originals for all purposes.

O. **Entire Agreement.** This MOU constitutes the entire agreement among the Parties. It supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise or agreement, oral or otherwise, has been made by any other Party or anyone acting on behalf of any other Party that is not embodied herein.

P. **Amendment.** This MOU may at any time be altered, changed, or amended by mutual written agreement of the Parties. Additionally, this MOU is not legal and binding upon either of the Parties until executed by both CSUMB and CLINICAL FACILITY.

Q. **Effective Date / Term / Termination of MOU.** This MOU shall become effective on the date of the last countersignature below and shall continue for a period of 5 years. This MOU shall be renewable thereafter by written mutual agreement of the Parties for a period mutually agreed upon. This MOU may be terminated, with or without cause, by either Party after giving the other Party not less than sixty (60) days advance written notice of its intention to so terminate. In the event of such earlier termination, any STUDENT currently participating in the PROGRAM at CLINICAL FACILITY shall be allowed to complete his/her experience at CLINICAL FACILITY unless the Parties to this MOU mutually agree otherwise.

R. **Status of Site.**

CLINICAL FACILITY makes no representations or warranties regarding the educational credit STUDENT may earn from CSUMB by engaging in a rotation through the Program, or whether the Program satisfies state or educational requirements for future licensure of STUDENT.

STUDENT and CSUMB shall be solely responsible for assessing whether the Program satisfies educational requirements for credit at CSUMB, and educational and state requirements for licensure.

S. **Termination of Student.**

Notwithstanding anything in this Agreement to the contrary, CLINICAL FACILITY may suspend the right of any STUDENT participating under the terms of this Agreement from access to CLINICAL FACILITY's premises (the "SITE") if, in the sole judgment and discretion of CLINICAL FACILITY, the conduct or attitude of the STUDENT threatens the health, safety, or welfare of any patient, employee, staff, invitee, or others at the Site or the confidentiality of any information relating to a patient. This action shall be taken by CLINICAL FACILITY only on a temporary basis until after consultation with the Preceptor(s) and representatives of the Program and CSUMB. The consultation shall include an attempt to resolve the suspension, but the final decision regarding the STUDENT's continued participation in the Program at CLINICAL FACILITY is vested in the CLINICAL FACILITY. The procedures referred to in this Paragraph are separate from any procedures of CSUMB relating to the STUDENT's continued participation in the Program.

T. **Notice and Cooperation in Action against Student.**

CLINICAL FACILITY, CSUMB and, as appropriate, applicable Preceptor(s), shall reasonably cooperate with one another in investigating facts which may serve as a basis for taking any disciplinary or academic action against STUDENT; provided, however, that nothing shall require

any Party to disclose any peer review documents, records, or communications which are privileged under California Evidence Code § 1157, under the Attorney-Client Privilege, or under Attorney Work-Product Privilege; provided further that the records and proceedings of CLINICAL FACILITY's Medical Staff and peer review committees are confidential and the property of CLINICAL FACILITY, and CSUMB and STUDENT shall at all times maintain the confidentiality of such records and proceedings and shall not remove, copy, or maintain copies of such records or proceedings. The records, proceedings, and information of these committees shall not be disclosed to any third party or used in any investigation or judicial or administrative proceeding unless required by law or authorized in writing by CLINICAL FACILITY. CSUMB shall provide CLINICAL FACILITY with prompt notice of any efforts by third parties to compel it or STUDENT to produce such records or information (e.g., by subpoena or other legal process).

With respect to any patient care provided by STUDENT under this Agreement, the Parties agree to inform each other as follows:

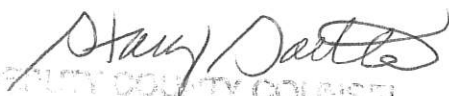
- a) As soon as possible upon initiation of an investigation of STUDENT related to the Program or this Agreement; and
- b) Within five (5) business days after receipt of service of a complaint, summons, or notice of a claim naming STUDENT for actions, activities, or omissions during a rotation through the PROGRAM; and
- c) Prior to making or accepting a settlement offer in any lawsuit or legal claim related to the PROGRAM or this Agreement in which STUDENT is named or in which a settlement is being proposed on STUDENT's behalf; and
- d) Prior to making a report covering the term of this Agreement to the California Physician Assistant Board, the National Practitioner Data Bank, the Medical Board of California, or the Osteopathic Medical Board of California in which STUDENT is named.

[SIGNATURES ON NEXT PAGE.]

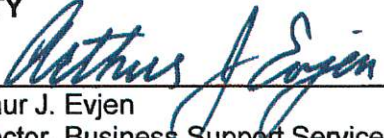
IN WITNESS WHEREOF, THE PARTIES HERETO have executed this MOU.

**COUNTY OF MONTEREY, A POLITICAL
SUBDIVISION OF THE STATE OF CALIFORNIA,
ON BEHALF OF NATIVIDAD MEDICAL CENTER**

By: _____
Gary Gray, DO
Title: Chief Executive Officer
Date: _____

APPROVED AS TO FORM

DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

**TRUSTEES OF THE CALIFORNIA STATE
UNIVERSITY**

By:  _____
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Date: 3/15/19

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