

**MASTER STUDENT PLACEMENT AGREEMENT BETWEEN
THE COUNTY OF MONTEREY
AND
EDUCATIONAL INSTITUTION**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and Educational Institution (hereinafter “Institution”).

I. GENERAL DESCRIPTION

- A. Institution is committed to service in the community and applied learning experiences for student participants. 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, student participants 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 student participants and the County. Institution supports the goals and objectives of the County program in which the student participants will participate.

The parties agree as follows:

II. INSTITUTION’S RESPONSIBILITIES

- A. Student participant Profile. Institution shall make available to County a field application student participant profile which shall include the student participant’s name, address, telephone number, other pertinent information, subject to the provisions of FERPA (the “Buckley Amendment”), 20 USC Section 1232g. The County shall review student participant applications and select student participants for internship with the County. Each student participant shall be responsible for submitting his or her student participant profile before the Program training period begins. County shall regard this information as confidential and shall use the information only to identify each student participant.
- B. Schedule of Assignments. Institution shall notify County designated staff of student participant assignment, including the name of the student participant, level of academic preparation, and length and dates of proposed experience. The maximum number of student participants 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 student participants.

- D. Records. Institution shall maintain all personnel records for its staff and all academic records for its participating students. County will ensure any records kept for student participant performance are sent to the Institution as proof of student participant accomplishments.
- E. Student Participant Qualifications. Institution shall ensure appropriate health and safety training is provided to all participating students on a regular basis, in accordance with prevailing Federal and State laws and regulations. Institution shall require that each student participant designated by Institution for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for a student participant in the designated Program. Additionally, if the student participant's placement is in a setting where he or she is occupationally exposed to blood or other potentially infectious materials, Institution shall ensure that: (i) all student participants have documented training to meet OSHA Regulations on occupational Exposure to Blood-borne Pathogens prior to the beginning of the internship experience; and (ii) each student participant assigned to the County meet the County's requirements, see Exhibit A. Where Institution maintains any and all records of such testing, such records shall be made available to County upon request.
- F. Health Insurance. Institution shall ensure each student participant has his or her own health insurance if not provided by the Institution.
- G. Student Participant Responsibilities. Institution shall notify student participants in the program that they are responsible for:
1. Complying with County's administrative policies, procedures, rules and regulations, as outlined in Exhibit A of this Agreement;
 2. Participate in all trainings required by the County;
 3. Exhibit professional, ethical and appropriate behavior when participating in the Program;
 4. Arranging for his or her own transportation and living arrangements;
 5. Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as may be identified by the County (refer to Exhibit A for County training requirements);
 6. Maintaining the confidentiality of County's patient/customer/client's information as appropriate and required under pertinent law;
 - a. No student participant 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 student participants 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 and

its implementing regulations.

- c. County shall reasonably assist student participants in obtaining patient consent in appropriate circumstances when applicable. In the absence of consent, student participants shall use de-identified information only in any discussions about the clinical experience with Institution, its employees, or agents.
7. Complying with Departmental dress standards and wearing name badges identifying themselves as Student Intern, if specified by County;
8. Complete all assigned tasks and responsibilities in a timely and efficient manner;
9. Insurance requirements. See Section VII.
- 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 participant.
- 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.

III. COUNTY'S RESPONSIBILITIES

- A. Field Experience. At the County's discretion, County shall accept from Institution the participating student and shall provide the student participant with a supervised field experience.
- B. County Designee. County shall designate a member of its staff to participate with Institution's designee in planning, implementing, and coordinating the Program. County shall notify the Institution in advance of any change in the County's personnel appointments that may affect the student participant field program.
- C. Student Participant's Supervisor. County shall identify the student participant's supervisor, who agrees to: meet with the student participant regularly to facilitate the student participant's learning experience; provide support, review progress on assigned tasks, verify service hours, give feedback and be responsible for the safety and supervision of student participant while on County premises.
- D. Student Participant Orientation. County shall provide an orientation that includes: a site tour; an introduction to staff relevant to the student participant's experiential learning activities; a description of the characteristics of and risks associated with the County's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where student participants check-in and how they log their time.
- E. Training. County shall provide student participant with a written description of the student participant's tasks and responsibilities and provide appropriate training, equipment, materials and work area for student participants prior to student participants performing assigned tasks or working with the County's clients.

- F. Background Checks and Health Screening Tests. County shall inform student participants if there is a need for a background check, fingerprinting and/or a health screening test (such as tuberculosis test); and if yes, obtain the student participant's fingerprints, background check and/or health screening results; and maintain the confidentiality of any results as required by federal and state law. (1.1.5)
- G. Access to Facilities. County shall permit student participants enrolled in the Program access to County facilities as appropriate and necessary for their Program, provided that the student participants' presence shall not interfere with County's activities.
- H. Records and Evaluations. County shall maintain records and reports on student participants' performance under the Program and provide an evaluation to Institution on forms the Institution shall provide.
- I. Withdrawal of Student Participants. County shall have the right to immediately terminate a student participant's placement/assignment if he or she, in the judgment of the County, is not participating satisfactorily or fails to follow the County's administrative policies, procedures, rules and regulations, including but not limited to rules pertaining to appropriate behavior, Departmental dress and/or hygiene standards. County shall immediately notify the student participant and the Institution by telephone or in person. The student participant and representative(s) of the Institution may meet the County to determine whether the student participant will be reinstated in the internship assignment at the County, and if so, upon terms and conditions determined by County to be appropriate.
- J. Emergency Health Care/First Aid. County shall, on any day when a student participant is receiving training at its facilities, ensure student participant has access to emergency health care or first aid for accidents occurring in its facilities, at Institution and/or student participant's expense, and provide prompt notification (within 24 hours) to the Institution of any such occurrence.
- K. County's Confidentiality Policies. As trainees, student participants shall be considered members of County's "work force," 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. If Institution suspects a breach of any of these policies, Institution must notify the Departmental 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 to the Institution.
- L. Health and Safety Hazards. The County will notify the Institution contact listed in the specific student participant's Learning Agreement as soon as possible of any unusual and/or uncontrolled health and safety hazards and/or incidents of violence that occur at the County facilities accessed by the student participant during the contract period.

IV. COMPENSATION FOR SERVICES

There shall be no monetary obligation on the County or the Institution, one to the other.

V. TERM AND TERMINATION

- A. Term. The term of this Agreement is from July 1, 2021 to December 31, 2025 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Institution and County and with County signing last.
- 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 a thirty (30) days advance written notice by one party to the other.

VI. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all student participants 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.

VII. STATUS OF STUDENT PARTICIPANTS

Institution represents that the student participants enrolled in the Program are in attendance for educational purposes, and such student participants 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. Student participants are considered members of County's "workforce" for purposes of HIPAA compliance and County policies and procedures. If the student participant is a paid employee of the County, he or she will be covered under the County's insurance policies, including Workers' Compensation, to the extent available to other employees.

VIII. INSURANCE

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

- D. In addition, Institution shall maintain in effect throughout term of this agreement a policy or policies of insurance with the following minimum limits of liability:
1. 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.
 2. Student participant automobile liability insurance, student participants who drive to/from any work location, must provide proof of valid California driver's license and proof of insurance.
 3. Workers' Compensation Insurance, 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 occurrence.
- E. Except for a ten (10) day notice of non-payment of insurance premium, the Institution and the County will require 30 days written notice if the insurance policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

IX. INDEMNIFICATION.

- A. 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, the performance of this Agreement by the Institution and/or its students, student participants, officers, agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of County and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Institution shall reimburse the 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 the County under this Agreement.
- B. The County shall indemnify, defend, and hold harmless the Institution, its students, officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the County and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the Institution and/or its students, student participants, officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Institution. The County shall reimburse the 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 the Institution under this Agreement.

X. MISCELLANEOUS 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, subdivisions 6.a), 6.b), and 6.c); Section III, Paragraph I; Section III, Paragraph K, to the extent it provides that student participants are members of County’s “workforce” for purposes of HIPAA; and Section VII. 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 delivered personally or by first-class, postage prepaid mail to the County and Institution’s contract administrators at the addresses listed below:

<p>FOR COUNTY: Irma Ramirez-Bough Director of Human Resources</p> <hr/> <p style="text-align: center;"><i>Name and Title</i></p> <hr/> <p>168 W. Alisal Street, 3rd Floor Salinas, CA 93901</p> <hr/> <p style="text-align: center;"><i>Address</i></p> <hr/> <p>(831) 755-5372</p> <hr/> <p style="text-align: center;"><i>Phone</i></p>	<p>FOR INSTITUTION:</p> <hr/> <p style="text-align: center;"><i>Name and Title</i></p> <hr/> <p style="text-align: center;"><i>Address</i></p> <hr/> <p style="text-align: center;"><i>Phone</i></p>
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XI. 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.

COUNTY OF MONTEREY

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF MONTEREY

By: _____

Name: _____

Title: _____

Date: _____

APPROVE AS TO RISK PROVISIONS:

By: _____

Risk Management

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____

Deputy County Counsel

Date: _____

CONFIDENTIAL

County of Monterey Internship Program
County of Monterey - Human Resources Department 168
West Alisal Street, 3'd Floor, Salinas, CA 93901 Phone:
(831) 755-51 15 Fax: (831) 757-5792

ACKNOWLEDGEMENT FORM

The County of Monterey policies listed below are checked to indicate their pertinence to this specific internship. The County of Monterey 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
- Workplace Violence Policy
- HIV/AIDS Policy
- Asbestos Notification
- Vehicle Use Policy (completion of County's on-line driving safety course required)
- Civil Rights Office Policies
- 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 policies and that I understand and agree to comply with the conditions specified therein.

Intern's Name (Print)

Date

Intern's Signature