

**STUDENT PLACEMENT AGREEMENT BETWEEN  
THE COUNTY OF MONTEREY  
AND  
HARTNELL COLLEGE FOUNDATION**

**THIS AGREEMENT** is made and entered into this 17<sup>th</sup> day of **September, 2019**, between Hartnell College Foundation ("Foundation") and the County of Monterey ("COUNTY").

- A. Foundation is committed to service in the community and applied learning experiences for Hartnell College student participants of the Salinas Valley Promise program. This is accomplished both through field education and service-learning requirement. Field education and service learning involve the completion of mentorship 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. (See Scope of Service Exhibit B)
- 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 Foundation recognize the opportunity for meaningful learning experiences for Foundation student participants and the COUNTY. Foundation supports the goals and objectives of the COUNTY program in which Hartnell College students will participate.

The parties agree as follows:

I. FOUNDATION'S RESPONSIBILITIES

A. Student Profile. Foundation shall make available to COUNTY a field application Hartnell College student profile which shall include the Hartnell College student'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 applications and select students for mentorship with the COUNTY. Each student shall be responsible for submitting his or her student profile before the Program training period begins. COUNTY shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. Foundation 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. Foundation shall designate a point of contact to coordinate with COUNTY's designee in planning the Program to be provided to students.

D. Records. Foundation shall maintain all personnel records for its staff and all academic records for its participating Hartnell College students. COUNTY will ensure any records kept for student performance are sent to the Foundation as proof of student accomplishments.

E. Student Qualifications. Foundation shall ensure appropriate health and safety training is provided to all participating Hartnell College students on a regular basis, in accordance with prevailing Federal and State laws and regulations. Foundation shall require that each student designated by Foundation for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for a student in the designated Program. Additionally, if the student's placement is in a setting where the student is occupationally exposed to blood or other potentially infectious materials, Foundation 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 mentorship experience; and (ii) each student assigned to the COUNTY meets the COUNTY's requirements, see Exhibit A. Where Foundation maintains any and all records of such testing, such records shall be made available to COUNTY upon request.

F. Health Insurance. Foundation shall ensure each student has his or her own health insurance if not provided by the Foundation.

G. Student Responsibilities. Foundation shall notify students 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) 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 may be identified by the COUNTY; refer to Exhibit A for COUNTY training requirements.
- 4) Maintaining the confidentiality of COUNTY patient/customer /client information as appropriate and required under pertinent law.
  - 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 Foundation 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 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 Foundation, 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. Foundation shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the COUNTY's representative and the Foundation's Field Faculty representative and the student.

I. Field Conference. Foundation 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 Foundation the participating 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 Foundation's designee in planning, implementing, and coordinating the Program. COUNTY shall notify the Foundation in advance of any change in the COUNTY's personnel appointments that may affect the student field program.

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

D. Records and Evaluations. COUNTY shall maintain records and reports on student's performance under the Program and provide an evaluation to Foundation on forms the Foundation shall provide.

E. Withdrawal of Students. COUNTY shall have the right to immediately terminate a student's placement/assignment if student who, in the judgment of the COUNTY, is not participating satisfactorily or fails to follow the COUNTY's administrative policies, procedures, rules and regulations, including but not limited to rules pertaining to appropriate behavior, dress and/or hygiene. COUNTY shall immediately notify the student and the Foundation by telephone or in person. The student and representative(s) of the Foundation may meet the COUNTY to determine whether the student will be reinstated in the mentorship assignment at the COUNTY,

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 trainee's supervised field experience. The Foundation shall furnish proof of such insurance coverage prior to execution of this agreement.

In addition, Foundation 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.

Student Automobile liability insurance, students 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 Foundation 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 a ten (10) days' notice of non-payment, the Foundation 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.

A. The Foundation 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 Foundation and/or its students, officers, agents, employees 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. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Foundation shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Foundation is obligated to indemnify, defend and hold harmless the County under this Agreement.

B. The County shall indemnify, defend, and hold harmless the Foundation, 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 Foundation and/or its students, officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Foundation. The County shall reimburse the Foundation 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 Foundation 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 July 31, 2022.

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 30 days' advance written notice by one party to the other.

## VIII. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph H, to the extent it provides that students are members of COUNTY's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. 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.

Hartnell College Foundation

Jackie Cruz

Vice President

411 Central Avenue

Salinas, CA 93901

Phone: 831-755-6810

County of Monterey

Irma Ramirez-Bough

Director of Human Services

168 W. Alisal Street, 3<sup>rd</sup> Floor

Salinas, CA 93901

Phone: 831-755-5115

VII. 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.

**HARTNELL COLLEGE FOUNDATION**

By: Jackie Cruz  
Name: Jackie Cruz  
Title: Vice President  
Date: 8/30/19

**COUNTY OF MONTEREY**

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

**APPROVE AS TO RISK PROVISIONS:**

By: [Signature]  
Date: 9/9/19

**APPROVED AS TO FISCAL PROVISIONS:**

By: [Signature]  
Auditor-Controller  
Date: 9-9-19

**APPROVED AS TO LEGAL FORM:**

By: [Signature]  
Deputy County Counsel  
Date: September 9, 2019

*County of Monterey Mentorship Program*

*County of Monterey - Human Resources Department*

168 West Alisal Street, 3<sup>rd</sup> Floor, Salinas, CA 93901

Phone: (831) 755-5115 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.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student's Signature



# Salinas Valley Promise Scope of Work County of Monterey

Exhibit B

## *What is the Salinas Valley Promise?*

The Salinas Valley Promise is a comprehensive, large-scale program, which will provide the following evidence-based practices to all incoming students from our local high schools who enroll in college full-time and for the first time:

- Cohort Model- 30 student groups with social and academic supports to ensure each student has a strong support network at the College.
- Industry and Community Mentorship- Students will have a mentor who will share valuable information about career development, success factors and professional skills that can lead to internships, jobs, and professional networks.
- Leadership Institute- An innovative approach that provides *affective* as well as *effective* skills to the student, builds confidence, and helps the student become civically and academically engaged.
- Tuition Scholarships for all students.
- Laptop device to help the student complete course work or if they have a device, textbook support.
- Lastly, this promise will be strategically connected with high school dual enrollment efforts to offer early college credit in all of our Salinas Valley high schools and with our K-6 coder dojo, Intro to coding and NASA academies.

In order to ensure the quality of the program and to sustain the success factors of the cohort model, we will have 30 cohorts which will serve 900 students per year. This is a large-scale innovative approach that we are proud and excited to launch this fall 2019.

## *The County of Monterey*

We understand that the County of Monterey will commit to:

- Promote the Salinas Valley Promise to the community and internally, to their employees as a benefit to them in their positions and for their families.
- Inform their employees of the Salinas Valley Promise with materials, flyers and presentations.
- Advocate for the Salinas Valley Promise in the County.
- Help recruit 50 Salinas Valley Promise mentors per year.
- Provide the digital space for 2 zoom presentations from Hartnell College to recruit mentors, and time for one in-person presentation.

We understand that Hartnell College and the Hartnell College Foundation will commit to:

- Assemble and provide a zoom recruitment presentation for the Salinas Valley Promise for the County Office's use.
- Provide all Salinas Valley Promise promotional materials to be distributed to County employees.
- Being the point of contact for the County and its employees.
- Being responsible for all intake processes and paperwork for the recruitment of Salinas Valley Promise mentors.

Both partners agree to have a debrief at the end of the program each year to assess the success and continually improve the partnership.