

**STUDENT PLACEMENT AGREEMENT
BETWEEN
NATIVIDAD MEDICAL CENTER
AND
BAYLOR UNIVERSITY**

THIS AGREEMENT is made and entered into January 1, 2021 between Baylor University for its Doctor of Physical Therapy Program (“Institution”) and the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”).

- 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 NMC 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. NMC and Institution recognize the opportunity for meaningful learning experiences for Institution, NMC and students. Institution supports the goals and objectives of the NMC program in which students will participate.
- D. Health services provided and administered by NMC are governed by but not limited to: Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 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 (“HITECH”); 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 NMC a field application student profile which shall include the student’s name, address, telephone number, other pertinent information. NMC shall review student applications and select students for internship with NMC. Each student shall be responsible for submitting his or her student profile before the

Program training period begins. NMC shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. Institution shall notify NMC 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 NMC'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. NMC 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 require 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; and (ii) each student assigned to NMC meet the NMC's requirements, see Exhibit A. Where Institution maintains any and all records of such testing, such records shall be made available to NMC upon request.

F. Health Insurance. Institution shall require 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 NMC'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 NMC; refer to Exhibit A for NMC 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 NMC that complies with applicable state and federal law as defined in Recital D of this Agreement and its implementing regulations.

c) NMC 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 NMC's dress code and wearing name badges identifying themselves as Student Intern, if specified by NMC.

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 NMC's representative and the Institution's Field Faculty representative and the student.

I. Field Conference. Institution may facilitate periodic conferences between appropriate representatives of the Field Faculty and NMC to evaluate the field experience program provided under this Agreement.

II. NMC RESPONSIBILITIES

A. Field Experience. At NMC's discretion, NMC shall accept from Institution the student and shall provide the student with a supervised field experience.

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

C. Access to Facilities. NMC 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 NMC's activities.

D. Records and Evaluations. NMC 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. NMC shall have the right to immediately terminate a student's placement/assignment if student who, in the judgment of NMC, is not participating satisfactorily or refuses to follow the NMC's administrative policies, procedures, rules and regulations, including but not limited to inappropriate behavior, dress and/or hygiene. NMC shall immediately notify the student and the Institution by telephone or in person. The student and representative(s) of the Institution may meet with NMC to determine whether the student will be reinstated in the internship assignment at NMC, and if so, upon terms and conditions determined by NMC to be appropriate.

F. Emergency Health Care/First Aid. NMC 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, unless otherwise required by law.

G. NMC's Confidentiality Policies. As trainees, students shall be considered members of NMC's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to NMC's policies respecting confidentiality of medical information (as defined in Recital D). Institution shall inform the assigned Students of the HIPAA requirements prior to their assignment to NMC. However, Institution shall not be considered to be a Business Associate of NMC, as that term is defined in 45 CFR §160.103. If Institution suspects a breach of any of these policies, Institution must notify NMC 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 unlawful 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 NMC's "workforce" for purposes of Recital D compliance and NMC policies and procedures. If the student is a paid employee of NMC, the student will be covered under NMC'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 NMC 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 require Students to maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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.

Except for ten (10) days' notice of non-payment, the Institution and NMC will require thirty (30) days written notice if the policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

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 resulting from the negligent acts and/or omissions of Students, excepting only loss, injury or damage caused by the negligence or willful misconduct of NMC 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 NMC. The Institution shall reimburse NMC 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 NMC under this Agreement. NMC agrees to indemnify and hold harmless Institution against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting from the negligent acts and/or omissions of its employees. Institution has the authority to investigate liability claims or discrimination claims made by or against Institution, its faculty or students.

VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect until Decemeber 31, 2025.

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 E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph H, to the extent it provides that students are members of NMC'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.

Baylor University
Dr. Christy Gantt, PT, DPT
Director of Clinical Education
Doctor of Physical Therapy Program
Robbins College of Human and
Health Sciences One Bear Place #97303
Waco, TX 76798-7303

Natividad Medical Center
ATT: Contracts
1441 Constitution Blvd.
Salinas, CA 93906
Fax: 831-757-2592

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.

BAYLOR UNIVERSITY

NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Rodney Bowden
Name: Rodney G. Bowden
Title: Robins College of Health and Human
Sciences ; Dean
Date: 8/14/2020

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO LEGAL FORM:

By: Stacy L. Sells
Deputy County Counsel
Date: 11/13/2020

APPROVED AS TO RISK PROVISIONS:

By: _____
Risk Management
Date: _____

Approved as to fiscal provisions.

gary k giboney

11-13-2020