

**STUDENT INTERNSHIP
PLACEMENT AGREEMENT BETWEEN
MONTEREY COUNTY HEALTH DEPARTMENT
AND
SAN FRANCISCO STATE UNIVERSITY**

THIS AGREEMENT entered into this the 1st day of the month of August 2015 pursuant to Education Code 89036, by and between the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, hereinafter called the "Trustees," on behalf of SAN FRANCISCO STATE UNIVERSITY, hereinafter called "University" and Monterey County Health Department hereinafter called "Agency."

WITNESSETH:

WHEREAS, the University provides nursing, health sciences and para-professional training and degree programs in fields including but not limited to nursing, physical therapy, occupational therapy, dietetics, biomedical laboratory science, communicative disorders, phlebotomy and social work and desires its students to obtain practical experience at Agency's Facilities.; and

WHEREAS, it is to the mutual benefit of the parties that students of the University use the clinical facilities of the Agency for their clinical experience,

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived wherefrom, the parties hereto agree as follows:

I. AGENCY SHALL:

- A. Permit each student who is designated by the University pursuant to Paragraph II.A below to receive clinical experience at the Agency and shall furnish and permit such students and University instructor's reasonable access to appropriate clinical facilities for such clinical experience.
- B. Furnish appropriate clinical facilities, on a rotational basis, in such a manner that there will be no conflict in the use thereof between the University's student and students from other educational institutions, if any.
- C. Maintain the clinical facilities used for clinical experience in such a manner that said facilities shall at all times conform to the requirements of the curriculum requirements of the University.
- D. Assure the staff is adequate in number and quality to insure safe and continuous health care to individuals.
- E. Student Supervision. Students shall perform services for patients only when under the supervision of a registered, licensed or certified clinician/professional. Such registered professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their supervisors designated by the Agency. Students are trainees, not employees, and are not to replace Agency staff.

- F. Provide First Aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of student in the event of a needle stick injury to or other exposure of student to blood or body fluids. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV), such follow-up care shall include, but not be limited to, the option for appropriate post-exposure HIV testing and the option for prophylactic therapy with zidovudine (AZT) and/or other appropriate pharmacologic agents as medically indicated.
- G. Permit and encourage members of the Agency and/or resident staff of the Agency to participate in the instructional phase of the clinical experience.
- H. Permit the Agency Program Supervisor and other designated personnel to attend meetings of the University's Faculty or any committee thereof, to coordinate the clinical experience program provided under this Agreement.
- I. Have the right, after consultation with the University to refuse to accept for further clinical experience any of the University's students who in the Agency's judgment are not participating satisfactorily in said program.
- J. Notify the University's clinical instructors, in advance, of any change in the Agency's Program Supervisors appointments.
- K. Make available current copies of publications dealing with policies and procedures of the Agency.

II. TRUSTEES, THROUGH THE UNIVERSITY SHALL:

- A. Designate the students who are enrolled in the Program of the University to be assigned for clinical experience at the Agency, in such numbers as are mutually agreed to by both parties.
- B. Designate a faculty member to coordinate with a designee of Agency in the planning of the Program to be provided students.
- C. Keep all attendance and academic records of students participating in said program.
- D. Inform students that they shall conform to all applicable Agency policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the University and Agency.
- E. Notify, by-way-of instructors, Agency's program supervisor in advance of:
 - 1. Student schedules
 - 2. Placement of students in clinical assignments
 - 3. Changes in clinical assignments

- F. In consultation and coordination with the Agency, arrange for periodic conferences between appropriate representatives of the University and Agency to evaluate the clinical experience program provided under this agreement.
- G. Provide and be responsible for the care and control of the University's educational supplies, materials, and equipment used for instruction during said program.
- H. University shall advise Student they are responsible to provide Agency a background check prior to placement. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.
- I. University shall ensure that each student complies with Agency's requirements for immunizations and tests, including but not limited to an annual health examination, rubella and rubeola titre, mumps, DT, tuberculin skin test, influenza immunization (required annually) or declination statement and chest x-ray if determined appropriate by Agency. School shall also ensure that students follow Agency's policies and procedures regarding blood-borne pathogens including but not limited to universal precautions.

III. INSURANCE

The University and Agency 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 the beginning of the student's participation in the supervised fieldwork experience.

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 University and Agency 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 University shall maintain or shall cause each trainee 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 trainee's supervised field experience. The University shall furnish or cause its trainee participants to furnish proof of such insurance coverage prior to the beginning of the trainee's participation in the supervised fieldwork experience.

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

IV. INDEMNIFICATION

- A. The University shall indemnify, defend, and hold harmless County of Monterey, its officers, agents, and employees, from and against any and all claims by a third party and any and all liabilities and losses incurred by County on account of such claims (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) caused by the University's negligence or willful misconduct in connection with the performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "University's performance" includes University's acts or omissions and the acts or omissions of University's officers, employees, agents and subcontractors.
- B. County of Monterey shall indemnify, defend, and hold harmless University, its officers, agents, and employees, from and against any and all claims by a third party and any and all liabilities and losses incurred by University on account of such claims (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) caused by County's negligence or willful misconduct in connection with the performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of University. "County's performance" includes County's acts or omissions and the acts or omissions of County's officers, employees, agents and subcontractors.

V. STATUS OF STUDENTS

- A. During the period in which a student is assigned to the Agency, the student shall be under the ultimate direction and control of the Agency's Program Director or, in the Program Director's absence, his/her designee(s).
- B. It is agreed and understood by the parties that students under this Agreement are in attendance at Agency for educational purposes and such students are not to be considered as employees of Agency or University. No monetary consideration will be afforded to students under this Agreement.
- C. Agency shall retain full and medical responsibility for the care of patients and will maintain professional and administrative supervision of students insofar as their presence affects the operation of the Agency and/or the direct and indirect care of patients.

VI. DISCRIMINATION PROHIBITION

Agency and University agree not to discriminate in the selection or acceptance or any student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status; or citizenship, within limits imposed by law or Agency policy.

VII. TERM

The term of this Agreement shall become effective upon final execution and shall continue in effect for a maximum of **one (1) year, through July 31, 2016** or until earlier terminated.

VIII. TERMINATION

- A. Termination without cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the students' rotation, whichever is greater.
- B. Termination for cause. In the even of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.

IX. ASSIGNMENT

Neither University nor Agency shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. Agency may not assign students to locations other than those described in Section 2.A. without the prior written consent of the University.

X. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XI. WAIVER

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same of any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XII. EXHIBITS

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this agreement. See Exhibit A: Board of Registered Nurses (BRN) Language

XIII. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. Agency and University agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

XIV. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XV. GOVERNING LAW

This Agreement has been governed in all respects by the laws of the State of California.

XVI. NOTICES

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO AGENCY:

Monterey County Department of Health, Behavioral Health Bureau
Agency

1270 Natividad Road

Address

Salinas, CA 93906

City, State, Zip

Attn: Ray Bullick, Director of Health

(831) 755-451, bullickr@co.monterey.ca.us

TO UNIVERSITY

San Francisco State University

Attn: Megan Dobbyn, Associate Procurement Officer

1600 Holloway Avenue, Corp Yard 140

San Francisco, CA 94132

(415) 338-1837, mdobbyn@sfsu.edu

In Witness Whereof the parties have executed this Agreement as set forth below.

"University"

"Agency"

By: 

By: _____

Name: Megan Dobbyn

Name: Ray Bullick

Title: Associate Procurement Officer

Title: Director of Health

Date: July 30, 2015

Date: _____

STUDENT INTERNSHIP PLACEMENT AGREEMENT BETWEEN MONTEREY
COUNTY HEALTH DEPARTMENT AND SAN FRANCISCO STATE UNIVERSITY

APPROVALS (CONTINUED)

COUNTY OF MONTEREY:

APPROVED AS TO LEGAL FORM:

By: Stacy Saetta
Stacy Saetta
Deputy County Counsel

Date: 9/17/15

APPROVED AS TO FISCAL PROVISIONS:

By: Gary Giboney
Gary Giboney
Auditor-Controller

Date: 9/17/15

APPROVED AS TO RISK PROVISIONS:

COUNTY OF MONTEREY
By: Steven Manch
Steven Manch
Risk Management

APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE
By: Dydia Schumaker
Date: 9-21-15

Exhibit A

Board of Registered Nurses (BRN) Language

1. Assurance of the availability and appropriateness of learning environment in relation to the program's written objectives:

Permit each student who is designated by the University to receive clinical experience at the Agency and shall furnish and permit such students and University instructor's reasonable access to appropriate clinical facilities for such clinical experience.

Maintain the clinical facilities used for clinical experience in such a manner that said facilities shall at all times conform to the curriculum requirements of the University.

2. Provision for the orientation of faculty and students:

Student must attend an orientation of AGENCY facilities provided by SCHOOL instructors or AGENCY staff. Instructors and precepted students shall receive an orientation to the AGENCY.

3. A specification for responsibilities and authority of the facility's staff as related to the program and to the educational experience of the students.

Student Supervision. Students shall perform services for patients only when under the supervision of a registered, licensed or certified clinician/professional. Such registered professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their supervisors designated by the Agency.

4. Assurance that staff is adequate in number and quality to ensure safe and continuous health care services for patients.

Students are trainees, not employees, and are not to replace Agency staff.

Agency shall retain full and medical responsibility for the care of patients and will maintain professional and administrative supervision of students in so far as their presence affects the operation of the Agency and/or the direct and indirect care of patients.

5. Provisions for continuing communication between the facility and the program.

Designate a faculty member to coordinate with a designee of Agency in the planning of the clinical experiences to be provided students. Notify, by-way-of instructors, Agency's program supervisor in advance of:

1. Student schedules
2. Placement of students in clinical assignments
3. Changes in clinical assignments

Permit the Agency Program Supervisor and other designated personnel to attend meetings of the University's Faculty or any committee thereof (except the Retention, Tenure and Promotion Committee), to coordinate the clinical experience program provided under this Agreement.

Notify the University's clinical instructors, in advance, of any change in the Agency's Program Supervisors appointments.

Make available current copies of publications dealing with policies and procedures of the Agency.

6. A description of the responsibilities of faculty assigned to the facility utilized by the program.

Faculty is responsible for providing students with opportunities to assume increasing responsibility for the nursing care of patients in acute care and/or long-term care settings. Faculty is responsible for student supervision including administration of treatments, dispensing of medications and reporting of significant changes in patient condition to agency staff. Faculty facilitates students in clinical application of theoretical knowledge and technical skills in providing nursing care to acutely and chronically ill patients. Faculty is responsible for evaluating assignments including clinical nursing care plans, formal written papers, peer presentations, and clinical performance using a standardized assessment rubric.

7. Notify students that they are responsible for:

- a. Following the AGENCY administrative policies and procedures;
- b. Providing the necessary and appropriate uniforms which shall be designated, but not provided, by the AGENCY;
- c. Arranging for their own transportation and living accommodations when not provided by the AGENCY;
- d. Reporting to the AGENCY on time and following all established rules and regulations of the AGENCY;
- e. Arranging for his/her own health insurance when not provided by the SCHOOL;
- f. Assuming responsibility for the personal illness, necessary immunizations, tuberculin test, chest x-ray and annual health examination;
- g. Maintaining the confidentiality of any and all patient information in accordance with applicable state and federal law and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA"). No student shall have access to, or have the right to, review any medical record except where necessary in the regular course of the program. 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 program is forbidden, except when specifically made a necessary part of the program.

STUDENT RESPONSIBILITIES:

1. The student will keep a written log of procedures for which he/she is responsible. This log will be signed off on a regular basis by the Preceptor verifying student attendance hours and procedures.
2. The student will arrive at the Hospital on time every day for work-scheduled hours.
3. The student will be provided verbal and/or written feedback from Preceptor, which will also be reported to the Clinical Coordinator.
4. The student will be considered a learner and shall not replace hospital staff nor give services to patients, except as part of his/her educational training, and except as may be legally permissible under the applicable California law, including the Health & Safety Code and the Business & Professions Code.