

**ADDENDUM TO STUDENT PLACEMENT AGREEMENT
BETWEEN
THE COUNTY OF MONTEREY, BY AND THROUGH
THE COUNTY OF MONTEREY HEALTH DEPARTMENT,
AND
THE TRUSTEES OF THE CSU ON BEHALF OF CALIFORNIA STATE UNIVERSITY
SAN MARCOS**

The following changes are made to the above referenced agreement and replaces the existing language.

Add: CSUSM # 7994 to upper left hand corner.

Delete: Section I.E.

Replace with:

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 notify Students if the requirement 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 notify all students of the requirement 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 the COUNTY meet the COUNTY's requirements, see Exhibit A. Such records shall be made available by the student to COUNTY upon request.

Delete: Section I.F.

Replace with:

Health Insurance. Institution shall notify each student of the requirement to have his or her own health insurance.

Delete: Section II.D.

Replace with:

Records and Evaluations. COUNTY shall maintain complete records and reports on student's performance and provide an evaluation to Institution on forms the Institution shall provide. County shall familiarize itself with student privacy laws (FERPA) and adhere to it accordingly.

Delete: Section II.F.

Replace with:

Emergency Health Care/First Aid. COUNTY 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 student expense.

Delete: Section II.G.

Replace with:

COUNTY's Confidentiality Policies. As trainees, students shall be considered members of COUNTY's "workforce," 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 (as defined in Recital D). If Institution suspects a breach of any of these policies, Institution must notify the COUNTY Privacy Officer immediately.

Delete: Section VI

Replace with:

The County of Monterey (hereinafter "COUNTY") shall defend, indemnify and hold harmless Institution and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of COUNTY, its officers, subcontractors, assignees, appointees, agents, or employees.

INSTITUTION shall defend, indemnify and hold harmless COUNTY and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of INSTITUTION, its officers, agents, or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum by the authority as follows:

INSTITUTION

Signed by:
By: Maria Froehle
Name: Maria Froehle
Title: Contract Analyst
Date: 3/28/2025 | 9:24 AM PDT

COUNTY OF MONTEREY

By: _____
Name: Elsa M. Jimenez
Title: Director of Health Services
Date: _____

APPROVE AS TO LEGAL FORM:

DocuSigned by:
By: Kevin Serrano
Deputy County Counsel
Date: 4/1/2025 | 9:46 AM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
By: Patricia Ruiz
Auditor/Controller
4/2/2025 | 7:25 AM PDT

APPROVED AS TO LIABILITY PROVISIONS:

By: _____
Risk Management
Date: _____