

**COAST COMMUNITY COLLEGE DISTRICT
STANDARD MENTAL HEALTH WORKER FIELD EXPERIENCE AGREEMENT**

This Standard Mental Health Worker Field Experience Agreement (the "Agreement") is made and entered into by and between the Coast Community College District, a public educational form agency ("District"), located at 1370 Adams Avenue, Costa Mesa, California, and _____ ("Mental Health Facility"), located at _____. District and Mental Health Facility are referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, District and Mental Health Facility desire to contribute to community health education;

WHEREAS, District operates _____ ("College") and College is a duly accredited educational institution that conducts the program(s) described and identified in Attachment 1 to this Agreement ("the Program");

WHEREAS District has obtained all necessary licenses, consents, and/or approvals to conduct the Program from the State of California and any other applicable governmental agency;

WHEREAS, Mental Health Facility operates a duly licensed health care agency at the address listed above and has obtained all necessary licenses, consents, and approvals;

WHEREAS, as part of the Program, students are required to participate in a Mental Health Worker field experience;

WHEREAS, District desires to affiliate with the Mental Health Facility in order that students may participate in a Mental Health Worker field work experience at the Mental Health Facility; and

WHEREAS, District and Mental Health Facility desire to enter into this Agreement to memorialize their respective rights, duties, and obligations with respect to the Mental Health Worker field work experience of students of the Program.

NOW, THEREFORE, in consideration of the following covenants, conditions, and agreements, the Parties hereto agree as follows:

TERMS

1. Mental Health Field Work Experience. Mental Health Facility agrees to provide students of the Program who are specified by College with a Mental Health Worker field work experience ("Field work experience"), in accordance with standards established by governmental agencies and in compliance with the federal Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA") and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.

2. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion, and graduation. College acknowledges and agrees that the field work experience is intended to meet certain educational performance objectives, and

College shall provide a copy of such performance objectives to Mental Health Facility on or before student placement. Mental Health Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program's written objectives.

3. Exposure to Bloodborne Pathogens. When applicable, program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the "Regulations"), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.

4. Application Procedure; Acceptance. College agrees to provide Mental Health Facility with a list of the name(s) of students who will be participating in a Field work experience. Each Student shall be required to read and sign a Student Participation Agreement (Attachment #2 hereto).

5. Nondiscrimination. The Parties agree not to discriminate unlawfully in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, sexual preference, marital status, age, handicap, sexual orientation, and/or medical condition.

6. Academic Year. The academic year consists of Fall and Spring semesters, summer session and winter break intersession.

7. Field work experience Schedule. The Field work experience schedule shall be determined by College and Mental Health Facility and may be amended from time to time by agreement of the Parties. The number of students in each field work experience shall be limited to a number mutually agreed upon by both Parties, not to exceed the number specified by the accrediting agency(s).

8. Orientation. Mental Health Facility and College shall provide an orientation for assigned students participating in each field work experience.

9. Compliance With Mental Health Facility Rules. Mental Health Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Mental Health Facility to each student participating in a Field work experience, and student shall comply with these rules. (See Attachment #2 - Student Participation Agreement.)

In providing the students with the Mental Health Worker Field Work experience that is the subject of this Agreement, Mental Health Facility shall comply with all applicable laws, rules, regulations, statutes, policies, procedures, and ordinances and shall be consistent with the professional standards of a licensed mental health facility in the State of California.

10. Confidentiality of Patient Records. Students and faculty understand and agree that Mental Health Facility's patient files are confidential. District and Mental Health Facility each has been advised of and is aware of the federal Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA") and understands the requirements and regulations promulgated thereunder requiring strict confidentiality of patient records. District and Mental Health Facility each understands the federal privacy regulations as contained in 42 C.F.R. Part 164 and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). Neither Party shall use or further disclose any protected health information of the patient or any information as defined in 45 C.F.R. 164.504, or individually identifiable health information in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), other than as permitted in writing by the healthcare provider and the requirements of HIPAA or its regulations.

11. Mental Health Coordinator (College). College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.

12. Mental Health Advisor (Mental Health Facility). Mental Health Facility agrees to designate a Mental Health Worker Advisor or Coordinator who shall provide input to the Mental Health Worker performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the Mental Health Worker field work coordinator designated by College regarding the proposed curriculum and the performance of individual students and shall arrange formal orientation to the facility for the faculty and students.

13. Supervision of Students. The supervision and direction of students while on site at Mental Health Facility shall be the responsibility of the Mental Health Field Work Coordinator (College) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Mental Health Facility, except in accordance with all applicable laws, Mental Health Facility and Medical Staff rules, regulations, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Mental Health Facility.

14. Removal of Students. Mental Health facility retains the right to exclude any student at any time from any Mental Health area. Any student who is asked to leave by Mental Health Facility shall do so promptly and without protest. Mental Health Facility shall also have the right, at any time, to request College to remove a student permanently from the Field work experience. Except as otherwise provided under any applicable policies, procedures, rules, regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.

15. Patient Care. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct patient care or operations at Mental Health Facility. Mental Health Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and competency to ensure safe continuous health care during the term of this Agreement.

16. Student Evaluation. In the case of direct supervision of the students by the Mental Health Worker field work Instructor (College), he/she shall be responsible for student(s) evaluation.

Unless otherwise mutually agreed between the Mental Health Coordinator (College) and the Mental Health Advisor (Mental Health Facility), Mental Health Facility may be responsible for submitting input to the Mental Health Worker field work Coordinator evaluating and appropriately documenting the performance of each student in the Mental Health Worker field work experience. The appropriate forms shall be provided by the Mental Health Worker field work Coordinator. Nothing herein shall be construed as a guarantee by or obligation of Mental Health Facility regarding the performance of any student during the field work experience. College shall keep records on the progress and evaluation of each student's Mental Health Worker field work experience for a period of three (3) years following the end of the specific field work experience in which the student is involved.

17. Ongoing Communication/Evaluation. College has the privilege of regularly scheduled meetings with Mental Health Facility staff, including both selected unit personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating College's mental health worker care programs at a mutually agreed upon time.

18. Materials. College agrees that the students shall obtain all educational materials required during the Mental Health Worker field work experience.

19. Medical Library. Mental Health Facility agrees to provide students with access to the Medical Library during its normal business hours.

20. No Payments or Other Remuneration. College agrees that no fees or monetary payments of any kind shall be exchanged between Mental Health Facility, its agents and employees, and College, its agents, employees and students under the terms of this Agreement. Further, neither College, its staff members, nor other representatives, shall attempt to bill or collect from any patient or from any other source fees for services provided to patients by said student. The only exception shall be when Mental Health Facility and College mutually agree to pay a Mental Health Worker Advisor a stipend for duties directly related to College's program.

21. No Right To Employment. The Parties agree that the students of College shall not be considered employees, agents or volunteers of Mental Health Facility, nor shall any student be entitled to any right, compensation or benefits normally afforded to employees of Mental Health Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.

22. Insurance Carried By District. District shall assure coverage of professional liability insurance coverage for each student participating in the field work experience of not less than one million dollars per occurrence and two million dollars in the aggregate, and said policy shall remain in full force and effect during the term hereof, District shall provide workers' compensation coverage with the statutory requirements of California law for students participating in the field work experience. These coverages are in effect while the student is on-site at Mental Health Facility and while under the direction of the District.

23. Insurance Carried By Mental Health Facility. Mental Health Facility shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars per occurrence and two

million dollars in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty days notice of cancellation, modification, or reduction in said insurance. Mental Health Facility shall deliver certificate(s) of insurance under Mental Health Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request District shall be provided a copy of said policy.

Mental Health Facility shall carry professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Mental Health Facility. District shall require that mental health field experience students and College faculty are insured in the amount of at least one million dollars (\$1,000,000) per occurrence and two million dollars in the aggregate. Mental Health Facility shall provide District with thirty days written notice prior to any cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of evidence of coverage to Mental Health Facility. Mental Health Facility shall carry workers compensation coverage with the statutory requirements of California law for each of its employees.

24. Student Health Records. Any student participating in a field work experience shall, at the request of Mental Health Facility provide a current statement from his or her physician that the student is in good health and capable of participating in the field work experience. Mental Health Facility, upon request, may require that any student returning from an extended absence caused by illness or injury submit to a physical examination or present a statement from a physician indicating that the student is capable of resuming Mental Health Worker activities. Any such physical examination shall be the financial responsibility of the student. If required by Mental Health Facility, a student participating in a field work experience shall provide verification of annual T. B. screening, immune status for rubeola, rubella, chicken pox, and Hepatitis B (or signed waiver for Hepatitis B).

25. Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her Mental Health Worker training during a field work experience, the student shall be promptly treated by Mental Health Facility or promptly referred to a medical provider, as appropriate.

26. Confidentiality Of Student Records. Mental Health Facility shall keep confidential and shall not disclose to any person or entity (i) student applications; (ii) student health records or reports; and or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. Section 1232(g), concerning any student participating in the field work experience unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction. Mental Health facilities shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.

27. Student Background Check. All students are required to have completed and submitted a pre-Mental Health Worker field work background check including social security number and address verification, a minimum of three county criminal history, seven years history of a sex offender database search and a Medicare/Medicare Sanctioned Fraud List verification (OIG/GSA search). The results of the background checks will be provided to the Mental Health Facility upon request.

28. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Mental Health Facility to offer the field work experience to College's students participating in the Program. If requested by Mental Health Facility, College will provide Mental Health Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state, and local requirements.

29. Indemnification by District. District agrees to indemnify, defend, and hold harmless Mental Health Facility and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of the performance of this Affiliation Agreement or from any cause whatsoever which may arise because of the negligence, misconduct, or other fault of District, including the acts, errors, or omissions of any trustees, employees, instructors, or agents of District, for any costs and expenses incurred by Mental Health Facility on account of any claims therefore except where such indemnification is prohibited by law.

30. Indemnification by Mental Health Facility. Mental Health Facility agrees to indemnify and hold harmless District and its authorized agents, officers, trustees, volunteers, employees, and students, against any and all claims, actions, losses, damages and/or liability arising out of the performance of this Affiliation Agreement from any cause whatsoever which may arise because of the negligence, misconduct or other fault of Mental Health Facility, including any acts, errors, or omissions of any officers, employees, instructors, or agents of Mental Health Facility, for any costs or expenses incurred by District on account of any claims therefore except where such indemnification is prohibited by law.

31. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California. Any dispute arising under this Agreement shall be resolved exclusively within the courts within the County of Orange.

32. Assignment. Neither Party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other Party which can and may be withheld by either Party in its sole and absolute discretion.

33. Effective Date Termination. This Agreement shall become effective on _____, and shall remain in effect until _____, unless sooner terminated by either Party in accordance with this section. Either Party may terminate this Agreement without cause by giving ninety days prior written notice to the other Party of its intention to terminate. In the event a field work experience is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the field work experience. Notwithstanding the foregoing, in the event the Program is discontinued by College during its term, this Agreement shall immediately terminate without further action by the Parties hereto.

34. Notices. Any notices to be given hereunder by either Party to the other may be effectuated only in writing and delivered either by personal delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each Party may

change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

Any such notices or communications personally served or delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight (48) hours after deposit in the mail.

Each Party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A Party may change its address for purposes of this paragraph by giving the other Party written notice of a new address in the manner set forth above.

To Mental Health Facility:

To College:

With a copy to:

Vice Chancellor
Administrative Services
Coast Community College District
1370 Adams Avenue
Costa Mesa, California 92626

36. Entire Agreement. This Agreement and all attachments hereto constitute the entire agreement of the Parties. There are no representations, covenants, or warranties other than those expressly stated herein. No waivers or modifications of any of the terms hereof shall be valid unless in writing and signed by both Parties.

Mental Health Facility

Coast Community College District

By: _____

By: _____

Typed Name: _____

President, Board of Trustees

Title: _____

Date: _____

Date: _____

Date: _____

STUDENT PARTICIPATION AGREEMENT
For
Community College District Mental Health Worker Field Experience Programs

This Student Participation Agreement is entered into by and between the Coast Community College District, a public educational agency (“District”) and _____ (“Student”), concerning the Student’s participation in a Mental Health Worker Field Experience Programs conducted by the District.

In consideration of District allowing Student to participate in the field work experience at designated Mental Health Facilities, Student hereby fully agrees with the following requirements for participation:

1. Compliance With Laws, Rules, and Regulations. While participating in the field work experience, Student at all times shall abide by and comply with all applicable local, state, and federal laws, rules, statutes, ordinances, regulations, policies, and procedures, including but not limited to those of District and Mental Health Facility. The supervision of Student at Mental Health Facility shall be the responsibility of College Program Coordinator and/or Facility’s Mental Health Worker Coordinator.

2. Background Check. All students will be required to submit an application for, complete, and submit a pre-Mental Health Worker field work background check. The background check will include a Social Security number and address verification, a three county felony criminal history, seven year history of a state sex offender search, and a Medicare/Medicare Sanctioned Fraud List verification (OIG/GSA search). The background checks will be performed by a service approved by the District and must be completed prior to beginning the first Mental Health Worker field work experience. Student understands that the results of background checks will be provided to the Mental Health Facility sites by the District before patient care or Mental Health work commences. The procedures for such background checks are set forth in the District’s written “Background Check Procedure” which will be provided upon request.

Student’s Initials _____

3. No Unsupervised Patient Care. There shall be no direct, hands-on patient care by any Student participating in the field work experience unless said care is provided under the supervision and control of medical, mental health, or nursing staff and in conformance with all applicable laws, rules, regulations, statutes, ordinances, and policies.

4. Confidentiality. Student hereby understands that patient records are confidential and that confidentiality is protected by the rules and regulations of District, all healthcare providers where Student may receive Mental Health Worker field work experience and by federal law. Student therefore hereby agrees to keep strictly confidential and hold in trust all confidential information of any healthcare provider and/or its patients and not to review, disclose or reveal any confidential information to any third party without the prior written consent of the patient and healthcare provider.

Student has been advised of and is aware of the federal Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320 through d-8 (“HIPAA”) and understands the requirements and regulations promulgated thereunder requiring strict confidentiality of patient records. Student understands the federal privacy regulations as contained in 42 C.F.R. Part 164 and the federal security standards as contained in 45 C.F.R. Part 142 (collectively the “Regulations”). Student shall not use or further disclose any protected health information of the patient or any information as defined in 45

C.F.R. 164.504, or individually identifiable health information in 42 U.S.C. § 1320d (collectively the “Protected Health Information”), other than as permitted in writing by the healthcare provider and the requirements of HIPAA or its regulations. Student further understands that Student is only allowed to review patient records that are directly related to Student’s assignment and for which Student has been specifically authorized to review by student’s instructor.

Violations of this confidentiality protection by Student shall subject Student to immediate removal from any Mental Health Worker field work experience, a possible failing grade and possible expulsion from Coast Community College District and any of its colleges.

5. Release and Hold Harmless. Student hereby releases, discharges, and agrees to hold harmless District, District’s governing board (“Board”), and each of their trustees, instructors, employees, agents and representatives from any and all liability arising out of or in connection with Student’s enrollment in the mental health worker programs within the Coast Community College District, and participation in its classes, training courses, activities, field trips, practice sessions, hospital Mental Health Worker field work experiences, and related exercises. For the purpose of this release, liability means all claims, demands, losses, causes of action, suits or judgments of any kind that Student or Student’s heirs, executors, administrators, and assigns may have against District, Board, College, and any of their trustees, employees, agents, and representatives or that any other person or entity may have against District, Board, College, and any of their trustees, instructors, employees, agents, and representatives because of Student’s failure to pass any course or class or obtain any particular grades, personal injury, accident, illness or death, or because of any loss of or damage to property that occurs to Student or to Student’s property during Student’s participation in the mental health worker program including classes, training courses, activities, field trips, practice sessions, hospital, Mental Health Worker field work experiences, and related exercise, that result from any cause, including but not limited to District’s, Board’s, College’s, or their trustees’, employees’, agents’, or representatives’ own passive or active negligence or other acts other than fraud, willful misconduct or violation of law.

Student’s Initials _____

6. Acknowledgement of Inherently Dangerous Activities and Assumption of the Risk Thereof. Student acknowledges that the nature of Student’s training in the mental health worker programs may involve dangerous and hazardous activities, including but not limited to exposure to disease, blood borne pathogens, illness, personal injuries and possible death. Student acknowledges the inherently hazardous and dangerous nature of these activities and voluntarily participates therein and assumes all risk of injury, illness, or death from Student’s participation therein. Student represents and warrants that Student is mentally and physically fit, capable, able and willing to participate in these inherently hazardous and dangerous activities without any limitations.

Student’s Initials _____

7. No Right to Employment/Removal. Student understands and agrees that Student’s participation in the field work experience does not create any right to employment at Mental Health Facility. Student understands and agrees that Student may be removed from the field work experience at any time for any reason, except when doing so is in violation of any law. If Student is asked to leave by any representative of Mental Health Facility, Student shall do so promptly and without protest.

8. General Rules.

- a) Students entering the Mental Health Worker field work phase of their education shall read and familiarize themselves with all the rules, regulations and obligations of the

Mental Health Facility and shall at all times strictly abide thereby.

b) Mental Health Worker field work experiences are scheduled courses with specific days and times. Student is to adhere to these and adjust any outside work or activities accordingly. When applicable, Student must complete a physical within a six-month period prior to the start of the Mental Health Worker field work phase (see supplied form). The physical may be completed at the college health center, Student's private physician, or group health care facility. Blood work, urinalysis, and annual T.B. tests or chest x-rays may be required as may be immunizations (rubella, rubeola and varicella titre) or proof of immunity. Hepatitis B vaccine is highly recommended by College or waiver must be signed. Certain Mental Health Worker field work sites will not allow Student participation without Hepatitis B vaccination. The completed information must be returned to the Mental Health Worker field work coordinator or director of Student's program. See Student's program or Mental Health Worker field work coordinator for specific details.

c) Any Student participating in a Mental Health Worker field work experience shall, at the request of Mental Health Facility, provide a current statement from a physician that the Student is in good health and capable of participating in the field work experience. Mental Health Facility may require that any Student, returning from an extended absence caused by illness or injury, submit to a physical examination or present a statement from a physician indicating that the Student is capable of resuming Mental Health Worker activities. Any such physical examination shall be the financial responsibility of Student.

d) All Students in a Mental Health field work experience must have an active CPR card (per specific program protocol). If Student's CPR card expires at any time during Mental Health Worker field work training, it is Student's responsibility to become recertified. Student will be removed from Mental Health field work experience if Student does not have an active CPR card.

e) Student must adhere to appropriate dress code and grooming standards designated by Mental Health Facility. This may include a laboratory coat or uniform. Closed, soft-soled shoes are required. A nametag will be provided that must be worn at all times at Mental Health Facility site. See Student's program director or Mental Health Worker field work coordinator for specific requirements for Student's program.

f) Specific Mental Health sites may have certain health related requirements and may include drug testing, Hepatitis B vaccination, or blood work. Student is expected to meet the requirements of the site when scheduled to be at that site. There may be exposure to hazardous materials and blood borne pathogens in the Mental Health setting. Student must adhere to all safety and universal precautionary measures.

g) Student must have adequate reliable transportation to the Mental Health site and will be responsible for parking.

9. Acknowledgement. Student has read this Student Participation Agreement including the Background check requirement in paragraph 2, the Release requirement in paragraph 4, and the Assumption of Risk requirement in paragraph 5. Student has read and agrees to abide by and comply with all terms of this Participation Agreement. Student understands that failure to abide by and comply with any term may subject Student to immediate removal from any Mental Health field worker experience, a possible failing grade and possible expulsion from the District and any of its colleges.

Dated: _____

Student

Student ID Number