

**MEMORANDUM OF UNDERSTANDING  
HARTNELL COMMUNITY COLLEGE DISTRICT  
and (AGENCY)**

**1. PURPOSE**

This Memorandum of Understanding (MOU) was developed and entered into by Hartnell Community College District, hereafter known as HCCD, and the Salinas Union High School District, hereafter known as (AGENCY). The purpose of this MOU is to provide site placements across (AGENCY) for students enrolled in the Hartnell College Nursing and Health Sciences programs, hereafter known as HCNHS, to develop school-based health care experiences.

**2. DEFINITIONS**

For the purpose of this MOU, the following definitions shall apply:

**Nursing Program:** Those programs that may be provided through the Hartnell Nursing Division that include Associate of Science, Registered Nursing; Associate of Science, Vocational Nursing; and Nursing Continuing Education courses.

**Health Sciences Program:** Those programs that may be provided through the Hartnell College Nursing and Health Sciences Program that include, but are not limited to the Respiratory Care Practitioner, Public Health Sciences, and Emergency Medical Technician programs.

**Work Study Program:** This program may be provided through the Hartnell Nursing Department outside of the regular Nursing Program and may allow students in the Programs to be employed and to function up to their level of training.

**The Programs:** Collectively, the Nursing, the Health Sciences Programs, and the Work-Study Program, throughout the remainder of the MOU, whenever the three terms "the Nursing Program, the Health Sciences Program, and the Work Study Program" appear together, they are referred to as "the Programs."

**Instructors:** Academically and clinically qualified to perform all services required under this MOU.

**3. ROLES AND RESPONSIBILITIES**

(AGENCY) agrees to provide the use of appropriate facilities for the learning experiences of students enrolled in HCCD programs and who are designated by HCNHS

for such experience. HCCD shall maintain clinical facilities to conform to the requirements of and, where necessary, be approved by appropriate State Board, certifying agencies, and/or the Western Association of Schools and Districts.

(AGENCY) shall permit Schools Nurses in possession of up-to- date licensure and credentials to participate in the clinical support and experience of HCCD students in the Program. (AGENCY) nursing staff will maintain appropriate licensure in accordance with the California Board of Registered Nurses, and in alignment with (AGENCY) requirements and serve as points of clinical contact for the HCCD students and staff. (AGENCY) administration will commit reasonable time to discuss with HCCD staff and instructors the purpose, planning, and scheduling of the Program.

HCCD commits to training selected students in the Program to complete the required audiology coursework to support state mandated hearing screenings at (AGENCY).

**HCCD** shall assume responsibility for offering the Program, which shall, at all times during the term, remain eligible for accreditation according to the requirements of all applicable local and state federal agencies and entities. HCCD shall appoint and provide the necessary Instructors who shall be academically and clinically qualified and who possess and maintain appropriate or required licensure in full force and effect during the term of this MOU, including Livescan and background checks. Clinical instruction and student evaluation is the responsibility of HCCD.

HCCD shall develop a clinical instruction plan designed to satisfy the educational goals of The Program and shall submit the plan no less than 4 weeks prior to the first day of service on campus. The clinical instruction plan shall be subject to approval from health staff of (AGENCY) prior to implementation.

HCCD and its students participating in the Program shall comply with all applicable laws and regulation pertaining to (AGENCY) operations and expectations, the provision of services therein, and billing for services, including, without limitation, all applicable laws and regulations of the Medicare and Medi-Cal programs. The requirements of sid laws and regulations, as well as the requirements of any new or future amended laws are incorporated into this MOU to the extent applicable.

HCCD further agrees to make records available to (AGENCY) upon request, however to the extent such records contain non-public information belonging to NCNHS, (AGENCY) agrees that it will not use or disclose such information except for compliance purposes or as otherwise permitted or required by law.

HCCD commits to training selected students in the Program to complete the required audiology coursework to support state mandated hearing screenings at (AGENCY). The course fee will be paid by (AGENCY).

#### **4. TERM AND TERMINATION**

The term of this MOU shall be from February 1, 2024 and shall continue in effect until terminated by either party upon 6 month notice in writing, unless earlier terminated as provided herein or extended by written MOU signed by the Parties. The parties shall review this MOU annually.

#### **5. HOLD HARMLESS AND INDEMNIFICATION**

**5.1.** HCCD agrees to defend, indemnify, and hold harmless (AGENCY), its officers, agents, and employees from and against any and all liability, loss, expense, attorney's fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of District in the performance of this MOU.

**5.2.** (AGENCY) r agrees to defend, indemnify, and hold harmless HCCD, its Board members, officers, agents, and employees from and against any and all liability, loss, expense, attorney's fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of (AGENCY) in the performance of this MOU.

#### **6. INSURANCE**

**6.1.** Both parties will each maintain general liability insurance with combined single limit coverage of not less than One Million Dollars (\$1,000,000) during the term of this MOU and any extensions thereof. Such insurance will be maintained with an insurance company or companies authorized to do insurance business in the State of California, and with respect to HCCD, a company authorized to do business with joint powers agencies formed by college districts or other educational institutions for the purpose of liability insurance coverage, or by a system of self-insurance. The insurance policies in force will not be altered, reduced, or terminated without a prior ninety (90) day written notice to the other party as specified in Paragraph 19 "Notices."

**6.2.** (AGENCY) shall provide to file a current Certificate of Insurance upon execution of this MOU and with each renewal of policy throughout the term of this MOU. In the event that liability insurance is terminated or altered, each party, in its sole discretion, will have the right to terminate this MOU upon written notification to the other as specified in such termination to take effect immediately upon delivery of the written notification.

#### **7. HIPAA POLICY REGULATIONS**

Students and instructors in the Program shall have access to medical records and other information regarding patients of HCCD (“Protected Health Information” as more particularly defined below) for the following purposes:

Students with instructors may use and disclose Protected Health Information only in accordance with such purposes and subject to the restrictions below.

HCCD students and instructors shall maintain the confidentiality of all Protected Health Information in accordance with all applicable federal, state, and local laws and regulations, including, but not limited to, the California Confidentiality of Medical Information Act, California Civil Code, Federal Health Insurance Portability and Accountability promulgated thereunder. 42 C.F.R.P 164 500, et seq (“HIPAA”), and the Health Information Technology for Economic and Clinical Health Act of 2009 and any regulations promulgated thereafter. Without limiting the foregoing, HCCD agrees that its staff and instructors will maintain Protected Health Information from time to time under HIPAA, which may be made available to or received by its students and instructors pursuant to this MOU or otherwise in connection with the delivery of services hereunder, in accordance with the requirements of HIPAA. HCCD, its students and instructors agree not to use or disclose Protected Health Information in a manner that would violate HIPAA. Further and without limitation, HCCD and its students and instructors agree that it shall comply with the following:

- A. Not use or further disclose Protected Health Information in a manner that would violate the requirements of applicable laws or this MOU;
- B. Use appropriate safeguards to prevent use or disclosure of Protected Health Information except as permitted by law and the terms of this MOU;
- C. Report to HCCD any use or disclosure of Protected Health Information not permitted by law or by this MOU of which it becomes aware;
- D. Ensure that any subcontractors or agents to whom it provides Protected Health Information agree to the same restrictions and conditions that apply to it with respect to such Protected Health Information. Comply with the elements of any compliance program established by HCCD that applies to the use or disclosure of Protected Health Information;
- E. In accordance with and to the extent required by HIPAA, (i) make available Protected Health Information to the subject Patient; (ii) make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information and (iii) make available the information required to provide an accounting of disclosures of Protected Health Information to the subject Patient;
- F. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States

- Department of Health and Human Services for purposes of determining Extended Campus's District's, and its student's and instructor's compliance with HIPAA;
- G. At termination of this MOU and after first consulting with Extended Campus, if feasible, return or destroy all Protected Health Information received from, or created by the other party and retain no copies of such Protected Health Information or, if such return or destruction is not permissible under law or the terms of this MOU or is not otherwise feasible, shall continue to maintain all Protected Health Information in accordance with the provisions of this Paragraph and shall limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

**8. ENTIRE MOU**

This MOU constitutes the entire MOU between the Parties with respect to the subject matter hereof. No prior MOU, statement, promise, or representation made by any party, employee, officer, or agent not contained herein shall be binding or valid.

**9. AUTHORIZED SIGNATURE**

Each of the persons signing this MOU represents and warrants that such person has been duly authorized to sign this MOU on behalf of the Party indicated, and each of the Parties by signing this MOU warrants and represents that such Party is legally authorized and entitled to enter into this MOU.

**Hartnell Community College District**

By: \_\_\_\_\_

Name: Michael Gutierrez

Title: Superintendent/President

Date: \_\_\_\_\_

**Salinas Union High School District**

By: \_\_\_\_\_

Name: Dan Burns

Title: Superintendent

Date: \_\_\_\_\_