

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

423



FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE:
December 7, 2009

SUBJECT: Approval of the Agreement between the Riverside County, Department of Public Health, Clinic Management and Iowa College Acquisition Corp. dba Kaplan University for student affiliation and compensation for students who commence their Clinical Experience at Family Care Centers.

RECOMMENDED MOTION: That the Board of Supervisors:

(1) Approve the agreement between the Riverside County, Department of Public Health, Clinic Management and Iowa College Acquisition Corp. dba Kaplan University for student affiliation and compensation for students who commence their Clinical Experience at Family Care Centers in the amount of \$300 per student not to exceed \$50,000 for the performance period of the Date of Execution to June 30, 2013; and

(2) Authorize the Chairperson to sign three (3) originals of said Agreement on behalf of the County.

BACKGROUND: In coordination with the Chief's of Medical Services and Clinic Management, this agreement provides for the assignment of students enrolled in the College's Nursing, Medical Assistant and Medical Administrative Assistants programs to County Health Clinics. The students provide the County with valuable assistance at no cost. In addition, the students gain much needed on-the-job training and experience. The assigned students provide an excellent source of recruitment.

BACKGROUND: (Continued page 2)

MH:kl:nd

Susan D. Harrington

Susan D. Harrington, Director of Public Health

FORM ATTACHED BY: *Heather Smith* DATE:

Departmental Concurrence

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 10,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% funded by Kaplan University	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Debra Cournoyer
BY: _____
Debra Cournoyer

County Executive Office Signature

Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: _____ District: All Agenda Number: _____

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.6

SUBJECT: Approval of the Agreement between the Riverside County, Department of Public Health, Clinic Management and Iowa College Acquisition Corp. dba Kaplan University for student affiliation and compensation for students who commence their Clinical Experience at Family Care Centers.

BACKGROUND (Continued): Kaplan University is experiencing a shortage of clinical placement sites for students and as an incentive will provide the County of Riverside Department of Public Health, Clinic Management compensation to provide supervision to those students assigned to County Family Care Centers.

Due to the critical nursing and medical assistant shortage Kaplan University has been working to increase the pool of nurses and medical assistances in Riverside County.

FINANCIAL STATEMENT: Kaplan University will pay the County \$300 per student, for each Clinical Experience course requiring a Coordinator of Clinical Education, for students assigned to a Family Care Center. The amount is not to exceed \$50,000 for the performance period. The amounts for the fiscal years are as follows:

Fiscal Year 09/10 \$10,000.00 (date of execution)
Fiscal Year 10/11 \$13,333.00
Fiscal Year 11/12 \$13,333.00
Fiscal Year 12/13 \$13,333.00

COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DOPH/ Community Outreach		CONTRACT NO. 08-090	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 4200102000	PROJECT-GRANT -----	PROGRAM -----
CLASS/LOCATION 6572-		CONTRACT AMOUNT Not to exceed \$50,000	
PERIOD OF PERFORMANCE:		Date of Execution through June 30, 2013	
COUNTY CONTRACT : Julisa Alvizo (951) 358-5255		CONTRACTOR REPRESENTATIVE: Alaina Castillo (712) 242-5792 Connie Bosse (954) 515-3737	
PROGRAM NAME: student affiliation agreement			

This student affiliation agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Community Health Agency, [Department of Public Health], hereinafter referred to as ("COUNTY"), and Iowa College Acquisition Corp. dba Kaplan University, hereinafter referred to as ("UNIVERSITY").

WITNESSETH:

WHEREAS, the UNIVERSITY'S post-licensure program(s)/school(s) requires its students to have internship/residency experience and use of clinical/practicum facilities; and

WHEREAS, COUNTY can provide such field work and wishes to participate in student's program and is willing to permit the use of its clinical/practicum facilities and services for education of said students;

WHEREAS, it is to the mutual benefit of the parties hereto that the student's of the UNIVERSITY'S internship/residency program use the COUNTY for their experience.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 9, and attachment A consisting of (1) page attached hereto and incorporated herein.

UNIVERSITY

By: Connie Bosse
CONNIE BOSSE
 Print Name
 Date: 11-30-09

COUNTY

By: _____
 Jeff Stone Chairman, Board of Supervisors
 Date: _____
 ATTEST: Kecia Harper-Ihem, Clerk
 By: _____

FORM NO. 10-1
 BY: _____
 DATE: _____

1 **1. GENERAL UNDERSTANDINGS.** Subject to the terms and conditions of this
2 Agreement:

3 **1.1** The number of students enrolled in the UNIVERSITY'S programs/schools, as
4 stated in Attachment A, to be covered by this Agreement shall be decided by
5 mutual agreement of the parties hereto. The days and hours of experience shall be
6 planned by the UNIVERSITY, and the COUNTY Director of the Community
7 Health Agency, or designee, within the regular working hours of the COUNTY.

8 **1.2** The COUNTY Director of the Community Health Agency, or designee, shall
9 coordinate with the UNIVERSITY in planning the days and hours of student
10 experience and shall have final approval of such plans. Geographical areas of
11 assignment shall be the responsibility of COUNTY.

12 **1.3** The UNIVERSITY and COUNTY agree to promote the exchange of information
13 by mutual participation in new or expanded programs, research or other pertinent
14 concerns coming within the philosophies and policies of the UNIVERSITY or
15 COUNTY. The parties furthermore agree to cooperate in the concurrent and
16 terminal evaluation of student experience.

17 **1.4 HIPAA REGULATIONS:** The UNIVERSITY hereby verifies knowledge of
18 HIPAA standards and codes relating thereto as they apply to patient care, the
19 UNIVERSITY, and UNIVERSITY programs, and states that all students will be
20 instructed in accordance therewith. A strict code of confidentiality is to be
21 maintained. All information obtained from client/patient records is to be held in
22 confidence. No copies of client/patient records shall be made, and no records or
23 copies thereof are to be removed from COUNTY. Clients/Patients will not be
24 identified in any manner in reports of case studies undertaken by students. The
25 UNIVERSITY will prohibit the publication by the students of any material
26 relative to their clinical learning experience that has not been approved for release
27 for publication by both the COUNTY and the UNIVERSITY.
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1.5 COUNTY will provide orientation for students to inform them as to rules and regulations of COUNTY, including ethical practice and drug abuse. Students are to be subject to said rules and regulations for as long as they are performing or participating in any manner under this Agreement. If the conduct or health of a student should be such as to impair their participation in the UNIVERSITY'S program, or unfavorably affect the COUNTY program, such student shall be suspended from further participation under this Agreement pending a conference between the UNIVERSITY and COUNTY representatives. Such request for suspension and subsequent conference will be in writing and include a statement of the reason(s) student has been suspended. Thereafter, remedial actions as may be deemed necessary shall be taken by the UNIVERSITY with five (5) days of receipt of the written request.

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1.6. Students who suffer illness or injury while at the COUNTY will be referred to their individual health care provider, and/or returned to the UNIVERSITY campus as soon as conditions permit. If a life threatening emergency occurs, the student will be assisted to the nearest health care emergency service. Except as herein provided, COUNTY shall have no obligation to furnish medical or surgical care to any student.

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1.7 It is mutually agreed and understood that the provision of facilities by COUNTY is contingent upon and limited by the availability of such facility/facilities and availability of coordinating County staff.

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1.8 The UNIVERSITY will inform students that they are at all times, unpaid externs and not employees of the COUNTY and will not receive compensation from COUNTY.

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1.9 **BACKGROUND CHECK:**

1.9.1 COUNTY will require a background check, in accordance with the County LiveScan Policy C-33, BACKGROUND CHECK POLICY, for all students prior to permitting the student to participate in the educational experience program at Riverside County facilities.

1 **1.9.2** COUNTY will accept background checks completed by the
 2 UNIVERSITY for all students participating in the educational experience
 3 program at Riverside County facilities.

4 **1.9.3** Students shall complete and sign the appropriate release/waiver form(s)
 5 prior to the COUNTY accessing background check information.

6 **1.9.4** COUNTY understands and agrees that the information received related
 7 to background check shall not be stored electronically and will be destroyed after
 8 the student's acceptance is determined. Destruction of this information shall be to
 9 the extent that the identity of the individual can no longer be determined.

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 11 **2. RESPONSIBILITIES OF UNIVERSITY.**

12 The UNIVERSITY shall:

- 13 **2.1** Assume responsibility for the professional preparation of the student(s) and
 14 compliance of the curriculum with the education standards set forth by the
 15 appropriate profession association.
- 16 **2.2** Notify students that conformance is required to all applicable COUNTY policies,
 17 procedures, regulations, and all requirements and restrictions specified jointly by
 18 representatives of the UNIVERSITY and the COUNTY.
- 19 **2.3** Provide to COUNTY a copy of the performance objectives for the clinical
 20 experience annually, and assurance that the participating students are theoretically
 21 prepared to meet those objectives.
- 22 **2.4** Require participating students to wear appropriate dress when at the COUNTY.
- 23 **2.5** No later than two weeks before the beginning of activities covered by this
 24 Agreement provide the following information for each student covered by this
 25 Agreement:
- 26 **2.5.1** Student's name.
- 27 **2.5.2** A brief introduction to the student.
- 28 **2.5.3** Written evidence of the student's health status-

1 received two doses of measles vaccine (minimum of
2 twenty-eight days apart).

3 **2.5.3.5.5** Other requirements as currently required by the Public
4 Health Officer.

5 **2.6** UNIVERSITY hereby insures that participating students have met all
6 departmental regulations for admission and have been informed of all COUNTY
7 requirements.

8 **2.7** The student's name/identification badge shall be provided by the UNIVERSITY.

9 **2.8** UNIVERSITY shall compensate COUNTY for each student, who commences the
10 Clinical Experience contemplated under this agreement at the clinical education
11 site. UNIVERSITY shall pay COUNTY \$300.00 per student, for STET clinical
12 experience course requiring a clinical instructor and/or Coordinator of Clinical
13 Education, for which the student is assigned to at the clinical education site, not to
14 exceed \$50,000 for the period of performance.

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16 **3. INSURANCE.**

17 **3.1** Warrant that certificates satisfactory to the COUNTY Risk Manager evidencing
18 the maintenance of the following required relevant insurance coverage shall be
19 filed with COUNTY Contracts Administration prior to performance of any of the
20 terms of this Agreement:

21 **3.1.1** General Liability coverage with a limit of one million dollars (\$1,000,000)
22 per occurrence and aggregate of three million dollars (\$3,000,000).

23 **3.1.2** Student Accident Policy is provided to assigned students.

24 **3.1.3** Further, said certificate(s) and policies of insurance shall contain the
25 covenant of the insurance carrier(s) that thirty (30) days written notice
26 shall be given to COUNTY prior to any modification, cancellations,
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1 expiration or reduction in coverage of such insurance. In the event of any
2 such modification, expiration or reduction in coverage and on the effective
3 date thereof, this Agreement shall terminate forthwith, unless COUNTY
4 receives prior to such effective date, another properly executed original
5 certificate of insurance evidencing coverage's set forth herein and the
6 insurance required herein is in full force and effect. The certificate of
7 insurance shall be signed by an individual authorized by the insurance
8 carrier to do so on its behalf.
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10 **4. RESPONSIBILITIES OF COUNTY.**

11 COUNTY shall:

- 12 **4.1** Designate a Coordinator of Clinical Education who will be responsible for
13 planning and implementation of the clinical education experience. The
14 aforementioned individual shall meet the criteria established by the State's
15 legislative and regulatory agency and the appropriate licensing associations for
16 the supervision of students in the clinical education setting.
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- 18 **4.2** Provide the Coordinator of Education or Instructor with time to plan and
19 implement the clinical education experience including, when feasible, time to
20 attend relevant meetings and conference.
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- 22 **4.3** Provide to each student specific clinical experience opportunities/projects
23 consistent with the program objectives. COUNTY shall provide for observation,
24 participation, and independent activity in the COUNTY program and will assist in
25 obtaining this in related voluntary agencies where possible.
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- 27 **4.4** To structure the clinical experience as needed to meet the objectives of the
28 clinical education experience and professional preparation of students, subject to
and within the constraints of physical environment, patient load and/or experience
available.

- 1 **4.5** Advise the UNIVERSITY of any changes in personnel, operation, or policies
2 which may affect the clinical education experience.
- 3 **4.6** Provide assigned students, whenever possible the use of the library resources,
4 reference materials and other specialized learning experience.
- 5 **4.7** Make available/provide students with copies of the Department's rules and
6 regulations, policies and procedures with which the student is expected to comply.
- 7 **4.8** Upon reasonable request, permit the UNIVERSITY and/or appropriate agencies
8 charged with the responsibility of accrediting or approving the training program
9 to inspect the clinical facilities, services available for clinical experience, student
10 records and other materials pertaining to the clinical training.
- 11 **4.9** Evaluate the performance of student on a regular basis using the evaluation form
12 provided by the UNIVERSITY and notify the UNIVERSITY of any Serious
13 Deficits Note in student's abilities; and forward the written evaluation upon
14 completion to the UNIVERSITY.

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17 **5. ELIGIBILITY.** In accordance with Title VI of the Civil Rights Act of 1964, no person
18 shall on the grounds of race, sex, color, or national origin be excluded from the participation in,
19 or be denied the benefits of, or subject to discrimination under any program or activities included
20 herein.

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22 **6. HOLD HARMLESS.**

- 23 **6.1** The UNIVERSITY agrees to hold harmless and indemnify the COUNTY against
24 all claims, demands, suits judgments, expenses, and costs of any and every kind,
25 insofar as it may legally do so, on account of injury to or death of any person(s) or
26 loss of or damage to property arising in any manner out of the negligent or
27 intentionally wrongful performance of this Agreement.
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1 **6.2** The COUNTY agrees to hold harmless and indemnify the UNIVERSITY against
 2 all claims, demands, suits, judgments, expense and costs of any and every kind,
 3 insofar as it may legally do so, on account of injury to or death of any person(s) or
 4 loss or damage to property arising in any manner out of performance of this
 5 Agreement. The provisions of the California Tort Claims Act, Government Code
 6 Section 810 et seq., including its defenses and immunities, will apply to
 7 allegations of negligence or wrongful acts or omissions by the COUNTY.

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 9 **7. TERMINATION.**

10 **7.1** This Agreement shall be effective from date of execution through June 30, 2013.
 11 Either party shall have the right to terminate this Agreement upon three months'
 12 written notice to the other party provided, however, that said termination may
 13 occur only at the end of an academic quarter in which students are registered. The
 14 party desiring termination shall arrange for a conference with the other
 15 participating party.

16 **7.2** There shall be an annual review of this Agreement each year prior to May 1st for
 17 the purpose of determining if the Agreement shall be continued, terminated, or
 18 modified.

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 21 **8. VENUE.** Any action at law or in equity brought by either of the parties hereto for the
 22 purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of
 23 competent jurisdiction in the County of Riverside, State of California, and the parties hereby
 24 waive all provisions of law providing for a change of venue in such proceedings in any other
 25 county.

26 **9. ENTIRE AGREEMENT.** This Agreement is intended by the parties hereto as a final
 27 expression of their understanding with respect to the subject matter hereof and as a complete and
 28 exclusive statement of the terms and conditions thereof, and supersedes any and all prior and

1 contemporaneous Agreement and understandings, oral or written, in connection therewith. The
 2 Agreement may be changed or modified only upon the written consent of the parties hereto.

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 4 **10. LICENSE.** UNIVERSITY verifies upon acceptance of the terms of this Agreement
 5 execution thereof, possession of any current and valid licenses required for compliance with any
 6 local, State and Federal laws and regulations pertaining to the intent and scope of services of this
 7 Agreement.

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 9 **11. OSHA REGULATIONS.** UNIVERSITY is hereby verifies knowledge of the
 10 Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the
 11 U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating
 12 thereto as they apply to the UNIVERSITY and UNIVERSITY programs, and states that all
 13 students will be instructed in accordance therewith.

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 15 **12. NOTICES.** Any notices required to be given under this agreement shall be given by
 16 regular mail, postage prepaid, addressed as follows:

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 18 **COUNTY:**

19 County of Riverside Community Health Agency
 20 Internal Support Services Contracts Administration
 4065 County Circle Drive
 Riverside, California 92503

21 **UNIVERSITY:**

22 Iowa College Acquisition Corp.
 dba: Kaplan University
 Arts & Sciences Department
 6301 Kaplan University Avenue
 Fort Lauderdale, FL 33309
 Attn: Connie Bosse

With a copy to Kaplan Higher Education
 6301 Kaplan University Avenue
 Fort Lauderdale, FL 33309
 Attn: Legal Department – 4th Floor

25 or to such other address (es) as the Parties may hereafter designate.

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ATTACHMENT A

The following UNIVERSITY'S program(s) are participating in the student affiliation internship/residency program as set forth in this Agreement:

1. Medical Assistants
2. Medical Administrative Assistants

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