

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

841



FROM: Department of Public Health

SUBMITTAL DATE:

January 7, 2015

SUBJECT: Ratify the multi-year Agreement # 15-069 with California State Polytechnic University, Pomona for student affiliation.[All Districts] [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the agreement with California State Polytechnic University, Pomona and County of Riverside Department of Public Health for the performance period of September 1, 2014 through June 30, 2017 ; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to sign amendments that do not change the substantive terms of the agreement.

BACKGROUND:

(Continued on Page 2)

MO:ja

Susan D. Harrington

Susan D. Harrington, Director
Department of Public Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment: NO

For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

PURCHASING & FLEET SERVICES: Lisa Brandl, Director
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL: 4/23/15
 BY: GREGORY P. PRIAMOS, DATE

- ☐ A-30
☐ Positions Added
☐ 4/5 Vote
☐ Change Order

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3-21

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratify the multi-year amendment to the Agreement # 15-069 with California State Polytechnic University, Pomona for student affiliation.[All Districts] [\$0]

DATE: January 7, 2015

PAGE: 2 of 2

BACKGROUND:

SUMMARY

County of Riverside Department of Public Health (DOPH) has been contracting with California State Polytechnic University, Pomona for student affiliation since 2005 with annual renewals. California State Polytechnic University, Pomona desires to establish an agreement for contracting with the County of Riverside Department of Public Health for three years in order to evade the intense procedures involved in renewing the agreement annually.

California State Polytechnic University, Pomona has requested to extend the term of the agreement to June 30, 2017. This agreement will amend the performance period from July 1, 2013 through June 30, 2014 to July 1, 2014 through June 30, 2017.

DOPH did not complete contract negotiations with California State Polytechnic unit November 2014.

Impact on Citizens and Businesses

The agreement provides for the assignment of students enrolled in the University to County Public Health Programs. 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.

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC HEALTH

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DOPH/ Community Outreach		CONTRACT NO. 15-069	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 4200102000	PROJECT-GRANT -----	PROGRAM -----
CLASS/LOCATION 6572-33225		CONTRACT AMOUNT \$-0-	
PERIOD OF PERFORMANCE: September 1, 2014 through June 30, 2017			
COUNTY CONTACT: Julisa Alvizo-Silva Community Outreach Manager Ph: (951) 358-5255 Email: JAlvizo@rivcocha.org		CONTRACTOR REPRESENTATIVE: Debra Garr Administrative Analyst Specialist Ph: (909) 869-3383 daschneck@csupomona.edu	
PROGRAM NAME: Student Affiliation			

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 Department of Public Health, hereinafter referred to as ("COUNTY"), and The Board of Trustees of the California State University (CSU) on behalf of

California State Polytechnic University, Pomona
hereinafter referred to as ("UNIVERSITY").

WITNESSETH:

WHEREAS, the UNIVERSITY'S 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 in the Terms and Conditions on pages 1 through 9, and Attachment A, consisting of one (1) page, attached hereto and incorporated herein.

UNIVERSITY

COUNTY

By Debra Garr
Procurement and Support Services
Debra Garr, Contract Specialist
Print Name

Date Jan 7, 2015

By _____
Marion Ashley,
Board of Supervisors

Date _____
ATTEST: Kecia Harper-Ihem, Clerk

By _____

FORM APPROVED BY COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 1/22/15

TERMS AND CONDITIONS

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

- 1.1 The number of students enrolled in the UNIVERSITY'S programs/schools, as stated in Attachment A, to be covered by this Agreement shall be decided by mutual agreement of the parties hereto. The days and hours of experience shall be planned by the UNIVERSITY, and the COUNTY Director of the Department of Public Health, or designee, within the regular working hours of the COUNTY.
- 1.2 The COUNTY Director of the Department of Public Health, or designee, shall coordinate with the UNIVERSITY in planning the days and hours of student experience and shall have final approval of such plans. Geographical areas of assignment shall be the responsibility of COUNTY.
- 1.3 The UNIVERSITY and COUNTY agree to promote the exchange of information by mutual participation in new or expanded programs, research or other pertinent concerns coming within the philosophies and policies of the UNIVERSITY or COUNTY. The parties furthermore agree to cooperate in the concurrent and terminal, evaluation of student experience.
- 1.4 **HIPAA REGULATIONS:** The UNIVERSITY hereby verifies knowledge of HIPAA standards and codes relating thereto as they apply to patient care, the UNIVERSITY, and UNIVERSITY programs, and states that all students and instructors will be instructed in accordance therewith. A strict code of confidentiality is to be maintained. All information obtained from client/patient records is to be held in confidence. No copies of client/patient records shall be made, and no records or copies thereof are to be removed from COUNTY. Clients/Patients will not be identified in any manner in reports of case studies undertaken by students. The UNIVERSITY will prohibit the publication by the students of any material relative to their clinical learning experience that has not been approved for release for publication by both the COUNTY and the UNIVERSITY.

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- 1.5** COUNTY will provide orientation for students and instructors to inform them as to rules and regulations of COUNTY, including ethical practice and drug abuse. Students and instructors 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 or instructor should be such as to impair their participation in the UNIVERSITY'S program, or unfavorably affect the COUNTY program, such student or instructor 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 or instructor 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.
- 1.6.** Students or instructors 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 or instructor 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 or instructor.
- 1.7** Instructors selected by the UNIVERSITY for Performance under this Agreement shall be subject to the approval by COUNTY. The UNIVERSITY will allow adequate time for orientation of new faculty to the COUNTY. Faculty salary shall be paid by the UNIVERSITY.
- 1.8** 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.
- 1.9** The UNIVERSITY will inform students and instructors that they are not employees of the COUNTY and will not receive compensation from COUNTY.

1.10 BACKGROUND CHECK:

1.10.1 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.

1.10.2 COUNTY will accept background checks completed by the UNIVERSITY for all students participating in the educational experience program at Riverside County facilities.

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

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

2. RESPONSIBILITIES OF UNIVERSITY.

The UNIVERSITY shall:

2.1 Assume responsibility for the professional preparation of the student(s) and compliance of the curriculum with the education standards set forth by the appropriate profession association.

2.2 Be responsible for the instruction, guidance, and supervision of the UNIVERSITY students while at the COUNTY pursuant to this Agreement.

2.3 Notify students that conformance is required to all applicable COUNTY policies, procedures, regulations, and all requirements and restrictions specified jointly by representatives of the UNIVERSITY and the COUNTY.

2.4 Provide to COUNTY a copy of the performance objectives for the clinical experience annually, and assurance that the participating students are theoretically prepared to meet those objectives.

2.5 Require participating students to wear appropriate dress when at the COUNTY.

1 **2.6** Be responsible for damages caused by the negligence of its officers, agents and
2 employees occurring in the performance of this agreement. COUNTY shall be
3 responsible for damages caused by the negligence of its officers, agents and
4 employees occurring in the performance of this agreement. It is the intention of
5 the UNIVERSITY and COUNTY that the provision of this paragraph be
6 interpreted to impose on each party responsibility for the negligence of their
7 respective officers, agents and employees.

8 **2.7** No later than two weeks before the beginning of activities covered by this
9 Agreement provide the following information for each student/instructor covered
10 by this Agreement:

11 **2.7.1** Student's/instructor's name.

12 **2.7.2** A brief introduction to the student/instructor.

13 **2.7.3** Written evidence of the student's/instructor's health status:

14 **2.7.3.1** An annual physical examination by a physician (if working in
15 Family Care Center clinic).

16 **2.7.3.2** Tuberculin (Mantoux) PPD skin test within the previous
17 three (3) months. If the student or instructor has a history
18 of a positive PPD, a written report of a Chest X-Ray (CXR)
19 performed within the last three (3) months must be submitted.

20 **2.7.3.3** Current immunizations for: rubella, rubeola, mumps,
21 varicella, Hepatitis B, diphtheria, tetanus and trivalent
22 polio.

23 **2.7.3.4** Rubella—all students/instructors must provide:

24 **2.7.3.4.1** evidence of prior rubella vaccine OR

25 **2.7.3.4.2** positive laboratory test for rubella antibodies OR

26 **2.7.3.4.3** documentation of a physician diagnosis of rubella OR

27 **2.7.3.4.4** Receive the necessary doses of rubella-containing
28 vaccine (MMR) to meet the requirement of having
 received two doses of rubella vaccine (minimum of
 twenty-eight days apart).

2.7.3.5 Measles (rubeola): All students/instructors must provide:

1 **2.7.3.5.1** evidence of a positive laboratory test for measles
2 antibodies OR

3 **2.7.3.5.2** evidence of prior receipt of two doses of measles
4 vaccine (minimum of twenty-eight days apart) OR

5 **2.7.3.5.3** documentation of a physician diagnosis of measles
6 (rubeola) OR

7 **2.7.3.5.4** receive the necessary doses of measles-containing
8 vaccine (MMR) to meet the requirement of having
9 received two doses of measles vaccine (minimum of
10 twenty-eight days apart).

11 **2.7.3.5.5** Other requirements as currently required by the Public
12 Health Officer.

13 **2.8** UNIVERSITY hereby insures that participating students have met all
14 departmental regulations for admission and have been informed of all COUNTY
15 requirements.

16 **2.9** UNIVERSITY shall provide all equipment and supplies needed for clinical
17 instruction at the COUNTY. The student's name/identification badge shall be
18 provided by the UNIVERSITY.

19 **3. INSURANCE.**

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

24 **3.1.1** General Liability coverage with a limit of one million dollars (\$1,000,000)
25 per occurrence and aggregate of three million dollars (\$3,000,000).

26 **3.1.2** Worker's Compensation coverage covering UNIVERSITY'S full liability
27 is provided for instructors assigned by the UNIVERSITY to participate in
28 this agreement.

3.1.3 Student Accident Policy is provided to assigned students.

1 **3.1.4** Further, said certificate(s) and policies of insurance shall contain the
2 covenant of the insurance carrier(s) that, thirty (30) days written notice
3 shall be given to COUNTY prior to any modification, cancellations,
4 expiration or reduction in coverage of such insurance. In the event of any
5 such modification, expiration or reduction in coverage and on the effective
6 date thereof, this Agreement shall terminate forthwith, unless COUNTY
7 receives prior to such effective date, another properly executed original
8 certificate of insurance and original copies of endorsements or certified
9 original policies including all endorsements and attachments thereto
10 evidencing coverage's set forth herein and the insurance required herein is
11 in full force and effect. The original endorsements for each policy and the
12 certificate of insurance shall be signed by an individual authorized by the
13 insurance carrier to do so, on its behalf.

14 **4. RESPONSIBILITIES OF COUNTY.**

15 COUNTY shall:

- 16 **4.1** Designate a Coordinator of Clinical Education who will be responsible for
17 planning and implementation of the clinical education experience. The
18 aforementioned individual shall meet the criteria established by the State's
19 legislative and regulatory agency and the appropriate licensing associations for
20 the supervision of students in the clinical education setting.
- 21 **4.2** Provide the Coordinator of Education or Instructor with time to plan and
22 implement the clinical education experience including, when feasible, time to
23 attend relevant meetings and conference.
- 24 **4.3** Provide to each student specific clinical experience opportunities/projects
25 consistent with the program objectives. COUNTY shall provide for observation,
26 participation, and independent activity in the COUNTY program and will assist in
27 obtaining this in related voluntary agencies where possible.
- 28 **4.4** To structure the clinical experience as needed to meet the objectives of the
 clinical education experience and professional preparation of students, subject to

and within the constraints of physical environment, patient load and/or experience available.

4.5 Advise the UNIVERSITY of any, change in personnel, operation, or policies which may affect the clinical education experience.

4.6 Provide assigned students, whenever possible the use of the library resources, reference materials and other specialized learning experience.

4.7 Make available/provide students with copies of the Department's rules and regulations, policies and procedures with which the student is expected to comply.

4.8 Upon reasonable request, permit the UNIVERSITY and/or appropriate agencies charged with the responsibility of accrediting or approving the training program to inspect the clinical facilities, services available for clinical experience, student records and other materials pertaining to the clinical training.

4.9 Evaluate the performance of student on a regular basis using the evaluation form provided by the UNIVERSITY and notify the UNIVERSITY of any Serious Deficits Note in student's abilities; and forward the written evaluation upon completion to the UNIVERSITY.

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

6. **HOLD HARMLESS.**

6.1 The UNIVERSITY shall indemnify and hold harmless the COUNTY, its agencies, districts and departments, their respective officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of UNIVERSITY, its officers, employees, agents, representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death.

1 **6.2** The COUNTY shall indemnify and hold harmless the UNIVERSITY, its
2 agencies, districts and departments, their respective officers, elected and
3 appointed officials, employees, agents and representatives from any liability,
4 claim, damage or action whatsoever, based or asserted upon any act or omission
5 of COUNTY, its agencies, districts and departments, their respective officers,
6 elected and appointed officials, employees, agents and representatives arising out
7 of or in any way relating to this Agreement, including but not limited to property
8 damage, bodily injury, or death.

9 **7. TERMINATION.**

10 **7.1** This Agreement shall be effective from September 1, 2014 through June 30, 2017.
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 **8. VENUE.** Any action at law or in equity brought by either of the parties hereto for the
17 purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of
18 competent jurisdiction in the County of Riverside, State of California, and the parties hereby
19 waive all provisions of law providing for a change of venue in such proceedings in any other
20 county.

21 **9. ENTIRE AGREEMENT.** This Agreement is intended by the parties hereto as a final
22 expression of their understanding with respect to the subject matter hereof and as a complete and
23 exclusive statement of the terms and conditions thereof, and supersedes any and all prior and
24 contemporaneous Agreement and understandings, oral or written, in connection therewith. The
25 Agreement may be changed or modified only upon the written consent of the parties hereto.
26

27 **10. LICENSE.** UNIVERSITY verifies upon acceptance of the terms of this Agreement
28 execution thereof, possession of any current and valid licenses required for compliance with any

1 local, State and Federal laws and regulations pertaining to the intent and scope of services of this
2 Agreement.

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

8
9 **12. NOTICES.** Any notices required to be given under this agreement shall be given by
10 regular mail, postage prepaid, addressed as follows:

11 **COUNTY:**

12 County of Riverside Department of Public Health
13 Internal Support Services Contracts Administration
14 4065 County Circle Drive
15 Riverside, California 92503
16 Attn: Contracts Unit

17
18 **UNIVERSITY:**

19 California State Polytechnic University, Pomona
20 3801 West Temple
21 Pomona, CA 91768
22 Attn: Procurement and Support Services

23
24 or to such other address (es) as the Parties may hereafter designate.

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ATTACHMENT A

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

1. Human Nutrition and Food Science
2. Department of Urban Regional Planning
3. Department of Kinesiology & Health Promotion

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Systemwide Risk Management
401 Golden Shore, 5th Floor
Long Beach, CA 90802-4210

www.calstate.edu

July 1, 2014

TO WHOM IT MAY CONCERN:

**Ref: THE CALIFORNIA STATE UNIVERSITY GENERAL LIABILITY,
WORKERS' COMPENSATION, PROPERTY, PROFESSIONAL LIABILITY,
AND AUTOMOBILE LIABILITY SELF-INSURANCE PROGRAM**

The State of California has elected to be self-insured for its general liability, workers' compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

Please feel free to contact me if you have any questions.

Sincerely,



Robert Eaton
Acting Deputy Assistant Vice Chancellor
Financing, Treasury, and Risk Management
California State University

CSU Campuses
Bakersfield
Channel Islands
Chico
Dominguez Hills
East Bay

Fresno
Fullerton
Humboldt
Long Beach
Los Angeles
Maritime Academy

Monterey Bay
Northridge
Pomona
Sacramento
San Bernardino
San Diego

San Francisco
San José
San Luis Obispo
San Marcos
Sonoma
Stanislaus