

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

842



FROM: Department of Public Health

SUBMITTAL DATE:
March 24, 2015

SUBJECT: Approve the multi-year Agreement # 15-107 with Touro University for student affiliation.
[All Districts] [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the agreement with Touro University and County of Riverside Department of Public Health for the performance period of July 1, 2015 through June 30, 2018 ; 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)

Sarah D. Mack
Sarah Mack, Deputy Director for
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

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

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3-22

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve the multi-year amendment to the Agreement # 15-107 with Touro University for student affiliation.[All Districts] [\$0]
DATE: March 24,2015
PAGE: 2 of 2

BACKGROUND:

SUMMARY

County of Riverside Department of Public Health (DOPH) has been contracting with Touro University for student affiliation since 2013 with annual renewals. Touro University 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.

Touro University has requested to extend the term of the agreement to June 30, 2018.

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. 15-107	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 4200102000	PROJECT-GRANT -----	PROGRAM -----
CLASS/LOCATION 6572-33225		CONTRACT AMOUNT \$-0-	
PERIOD OF PERFORMANCE: July 1, 2015 through June 30, 2018			
COUNTY CONTACT: Julisa Alvizo-Silva Community Outreach Manager Ph: (951) 358-5255 Email: JAlvizo@rivcocha.org		CONTRACTOR REPRESENTATIVE: Roman LoBianco Coordinator Ph: (707) 638-5206 Roman.LoBianco@tu.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

Touro University

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

By _____

Dr. Michael Clearfield, Dean, College of Osteopathic Medicine
Print Name

Date 3/18/15

COUNTY

By _____

Marion Ashley

Board of Supervisors

Date _____

ATTEST: Kecia Harper-Ihem, Clerk

By _____

FORM APPROVED BY COUNTY COUNCIL
BY: NEAL R. KIPNIS 3/13/15

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.
- 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 **1.10.2** 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 **1.10.3** Students shall complete and sign the appropriate release/waiver form(s)
5 prior to the COUNTY accessing background check information.

6 **1.10.4** 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.

10
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** Be responsible for the instruction, guidance, and supervision of the
17 UNIVERSITY students while at the COUNTY pursuant to this Agreement.
- 18 **2.3** Notify students that conformance is required to all applicable COUNTY policies,
19 procedures, regulations, and all requirements and restrictions specified jointly by
20 representatives of the UNIVERSITY and the COUNTY.
- 21 **2.4** Provide to COUNTY a copy of the performance objectives for the clinical
22 experience annually, and assurance that the participating students are theoretically
23 prepared to meet those objectives.
- 24 **2.5** Require participating students to wear appropriate dress when at the COUNTY.
- 25 **2.6** Be responsible for damages caused by the negligence of its officers, agents and
26 employees occurring in the performance of this agreement. COUNTY shall be
27 responsible for damages caused by the negligence of its officers, agents and
28 employees occurring in the performance of this agreement. It is the intention of
the UNIVERSITY and COUNTY that the provision of this paragraph be

interpreted to impose on each party responsibility for the negligence of their respective officers, agents and employees.

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

2.7.1 Student's/instructor's name.

2.7.2 A brief introduction to the student/instructor.

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

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

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

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

2.7.3.4 Rubella—all students/instructors must provide:

2.7.3.4.1 evidence of prior rubella vaccine OR

2.7.3.4.2 positive laboratory test for rubella antibodies OR

2.7.3.4.3 documentation of a physician diagnosis of rubella OR

2.7.3.4.4 Receive the necessary doses of rubella-containing 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:

2.7.3.5.1 evidence of a positive laboratory test for measles antibodies OR

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

2.7.3.5.3 documentation of a physician diagnosis of measles

(rubeola) OR

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

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

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

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

3. INSURANCE.

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

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

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

3.1.3 Student Accident Policy is provided to assigned students.

3.1.4 Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that, thirty (30) days written notice shall be given to COUNTY prior to any modification, cancellations, expiration or reduction in coverage of such insurance. In the event of any such modification, expiration or reduction in coverage and on the effective

date thereof, this Agreement shall terminate forthwith, unless COUNTY receives prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. The original endorsements for each policy and the certificate of insurance shall be signed by an individual authorized by the insurance carrier to do so, on its behalf.

4. RESPONSIBILITIES OF COUNTY.

COUNTY shall:

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

- 1 **4.7** Make available/provide students with copies of the Department's rules and
2 regulations, policies and procedures with which the student is expected to comply.
3 **4.8** Upon reasonable request, permit the UNIVERSITY and/or appropriate agencies
4 charged with the responsibility of accrediting or approving the training program
5 to inspect the clinical facilities, services available for clinical experience, student
6 records and other materials pertaining to the clinical training.
7 **4.9** Evaluate the performance of student on a regular basis using the evaluation form
8 provided by the UNIVERSITY and notify the UNIVERSITY of any Serious
9 Deficits Note in student's abilities; and forward the written evaluation upon
10 completion to the UNIVERSITY.

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

15 **6. HOLD HARMLESS.**

- 16 **6.1** The UNIVERSITY shall indemnify and hold harmless the COUNTY, its
17 agencies, districts and departments, their respective officers, elected and
18 appointed officials, employees, agents and representatives from any liability,
19 claim, damage or action whatsoever, based or asserted upon any act or omission
20 of UNIVERSITY, its officers, employees, agents, representatives or students
21 arising out of or in any way relating to this Agreement, including but not limited
22 to property damage, bodily injury, or death.
23 **6.2** The COUNTY shall indemnify and hold harmless the UNIVERSITY, its
24 agencies, districts and departments, their respective officers, elected and
25 appointed officials, employees, agents and representatives from any liability,
26 claim, damage or action whatsoever, based or asserted upon any act or omission
27 of COUNTY, its agencies, districts and departments, their respective officers,
28 elected and appointed officials, employees, agents and representatives arising out

of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death.

7. **TERMINATION.**

7.1 This Agreement shall be effective from July 1, 2015 through June 30, 2018 (renewable annually). Either party shall have the right to terminate this Agreement upon three months' written notice to the other party provided, however, that said termination may occur only at the end of an academic quarter in which students are registered. The party desiring termination shall arrange for a conference with the other participating party.

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

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

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

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

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

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

COUNTY:

County of Riverside Department of Public Health
Procurement and Logistics
4065 County Circle Drive, Suite # 403
Riverside, California 92503
Attn: Contracts Unit

UNIVERSITY:

Touro University
College of Osteopathic Medicine
1310 Club Drive
Mare Island Vallejo, CA 94592

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. Osteopathic Medicine