

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE 6/17/15

Departmental Concurrence

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

341



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
 June 9, 2015

**SUBJECT:** Ratify the Affiliation Agreement with Duke University; All Districts; [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and authorize the Chairman to execute the Affiliation Agreement with Duke University for Non-Clinical Doctorate of Nursing Practice Program effective June 1, 2015; and
2. Authorize the Hospital CEO or designee to sign amendments that do not change the substantive terms of the agreement, as approved by County Counsel.

**BACKGROUND:**

Summary

Riverside County Regional Medical Center (RCRMC) is a teaching hospital accredited by The Joint Commission. The hospital offers training programs for nursing students, medical residents, and allied health professionals attending various academic institutions and universities.

(continued on page 2)

  
 Zareh Sarrafian  
 Chief Executive Officer

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:**

Budget Adjustment: NO  
 For Fiscal Year: 14/15

**C.E.O. RECOMMENDATION:**

APPROVE

BY: 

County Executive Office Signature Christopher M. Hans

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.: | District: ALL | Agenda Number:

3-53

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

**FORM 11: Ratify the Affiliation Agreement with Duke University; All Districts; [\$0]**

**DATE:** June 9, 2015

**PAGE:** 2 of 2

**Background:**

**Summary (continued)**

Duke University wishes to send students to RCRMC to receive hands on medical training. Through the affiliation between RCRMC and Duke University will provide an opportunity for college student/trainees to achieve hospital clinical experience and to share responsibility for patient care.

**Impact on Residents and Businesses**

The Hospital, its site-based clinics and community-based clinics serve residents in all five Riverside County supervisorial districts, providing more than 450,000 patient encounters each year. The local economy will reap positive benefits from the presence of a thriving regional health system that is served by a well-paid, educated workforce, and where patients of all incomes can obtain high quality healthcare services that now seek providers in neighboring counties.

**Contract History and Price Reasonableness**

This agreement is for the mutual benefit of Duke University and Riverside University Medical Center. No monies will be exchanged in connection with these educational services.

ZS:ns

**NON-CLINICAL DNP NURSING STUDENT ROTATION**  
**AFFILIATION AGREEMENT**  
**BETWEEN**  
**DUKE UNIVERSITY**  
**AND**  
**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER**

This agreement ("Agreement") is made by and between Duke University, by and through its School of Nursing ("School") and the County of Riverside, on behalf of its Riverside County Regional Medical Center, a health care facility located in Riverside, California ("Site") (School and Site collectively, the "Parties"), to be effective as of the date of the last signature of a party hereon (the "Effective Date").

WHEREAS, in order to better fulfill its educational objectives, School desires to offer its nursing students enrolled in its Doctorate of Nursing Practice Program ("Students") expanded learning opportunities further described herein at the Site through individuals provided by the Site, including without limitation duly-licensed, qualified and experienced professionals providing and supervising non-clinical educational experiences ("Preceptors") and other Site administrative personnel described herein;

WHEREAS, Site recognizes the need for and desires to aid in the educational development of Students and is willing to make such personnel, its premises and other resources available to School for such non-clinical educational purposes;

NOW, THEREFORE, in consideration for mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Responsibilities of School
  - A. School will place certain Students with the Site to complete, under Preceptors' supervision, and within a predetermined time period, specified non-clinical educational rotations that meet the established requirements of the School (each a "Rotation" and collectively the "Rotations"). The details of each Rotation shall be memorialized by the parties using a form substantially similar to "Attachment A" attached hereto and incorporated by reference herein (each a "Student Participation Summary"). Each such Student Participation Summary may thereafter be amended or supplemented from time to time in the manner set forth in Section 7 below to reflect changes in Student assignments or changes to a Rotation.
  - B. Prior to the beginning of each Rotation, School will provide the specific objectives and purpose of the Rotation to Site in writing.
  - C. School shall be ultimately responsible for program admissions, administration, matriculation requirements, curriculum planning and accreditation requirements, as well as for Student assignments to Site. School faculty will orient Preceptors to School program/Rotation objectives and requirements for the evaluation of Students. School faculty will be responsible for all final assessments of Student performance, including assignment of final grades, for any Rotation. Assessments may include either direct observation of Students by School faculty or indirect assessment based on evaluations, comments, and input from Preceptors.

- D. School will designate in writing a contact person to regularly communicate with Site regarding routine operational matters described herein.
- E. School shall inform Students that as a condition of participation in a Rotation, Students must comply with applicable rules, policies and procedures of the Site including without limitation infectious disease control, substance abuse, and fire and safety policies.
- F. School shall inform Students that as a condition of participation in a Rotation, Students must provide Site with evidence of current vaccinations (to include Rubella, Rubeola, Mumps, Varicella, Tetanus, Trivalent Polio, Diphtheria, Hepatitis B, Flu vaccine and documentation of an annual negative TB Test), drug screenings, health screenings, proof of current CPR certification, and criminal background check results as may be requested by Site.
- G. School shall inform Students that as a condition of participation in a Rotation, Students must provide Site with documentation of adequate health insurance coverage.

2. Responsibilities of the Site

- A. The Site agrees to provide Students with non-clinical education experiences as described in the applicable Student Participation Summary and as otherwise agreed by the parties. Such experiences shall be organized, administered, and supervised by a duly-licensed, qualified and experienced Preceptor provided by Site possessing sufficient experience to safely and effectively supervise Students participating in the Rotation. Only School shall be permitted to grant any Student a leave of absence from any educational or academic obligation.
- B. The Site agrees to provide Students full access to such space, facilities, equipment, supplies and other resources necessary for the satisfactory fulfillment of the objectives of the Rotation. The Site hereby affirms that undersigned has all requisite authority to ensure such access.
- C. The Site agrees to provide School faculty and other School staff with reasonable access to the Site and any such information as may be reasonably necessary for the assessment and evaluation of Students, Preceptors, and Site resources, as required by applicable law or accrediting agencies. Any and all information accessed hereunder will be used solely for such accreditation and other School purposes.
- D. The Site shall provide all Students involved in any Rotation with electronic access to and/or copies of all applicable Site rules, policies, procedures and plans, including without limitation with respect to infectious disease control and the privacy, security and confidentiality of sensitive information. The Site will provide training to such Students regarding such rules, policies, procedures and plans. The Site shall have the right to demand, in writing, that a Student withdraw from any Rotation in which the Student fails to follow such rules, policies and procedures. The demand for withdrawal shall specify the reasons therefore, and will be furnished to both the Student and the School contact person designated in Section 1.D above.
- E. In the event a Student or School faculty member is exposed to infectious disease, environmental hazard, or sustains any injury or illness arising out of or in the course of any Rotation, the Site will provide first aid and emergency medical treatment to such individual(s) at the Site if such injuries or illness can be appropriately treated on site. Site agrees to use its best efforts to inform School of any emergency situation in connection with any such Student or School's faculty. It is understood and agreed by the Parties that Students

or School faculty members shall be solely responsible for paying for any and all health care costs and expenses incurred during any Rotation, including without limitation for any treatment provided hereunder, which are not covered by such individuals' personal health insurance (which such individuals shall also be solely responsible for obtaining).

- F. The Site agrees that Students will not participate in patient care or any other clinical activities while at Site. Notwithstanding anything herein to the contrary, the Site and its medical staff, as applicable, shall have sole authority and control over and shall be solely responsible for its facilities, personnel and patient care and treatment and other clinical activities at the Site.
- G. All medical records shall remain the exclusive property of the Site. The Site shall be solely responsible for fulfilling requirements imposed by applicable law including without limitation the confidentiality, preparation, maintenance, security, disclosure and retention of medical records for patients treated by Site.
- H. The Site will designate in writing a contact person to communicate with School regarding all matters described herein.

3. Mutual Responsibilities

- A. Expenses. Each party shall bear its own expenses with respect to this Agreement and its duties and obligations hereunder.
- B. Indemnification. Each party hereto (as the "Indemnifying Party") agrees to indemnify and hold harmless the other party (as the "Indemnified Party") and its directors, officers, employees and agents from and against any losses, judgments, claims, costs, expenses (including reasonable attorney's fees), liabilities, or damages (collectively "Losses") asserted against the Indemnified Party by a third party and resulting from the Indemnifying Party's breach of its obligations under this Agreement or the negligent act or omission of the Indemnifying Party or its directors, officers, employees or agents in connection with this Agreement.
- C. Third Party Site Visit and Other Information Requests. Each party shall provide reasonable notice to the other in the event that any government authority or accrediting agency should request a Site visit or request any information concerning this Agreement or matters addressed herein and relating hereto. The Parties shall work in good faith to timely respond to any such request, including without limitation to make the Site's premises and personnel reasonably available to the requesting authority or agency for requested regulatory or accreditation purposes. Further, to the extent required by applicable law, and pursuant to an appropriate written request, made to a party hereto by a government authority of competent jurisdiction over such party, the other party hereto shall make available to the requesting government authority this Agreement and any books, records, documents, and other records that are necessary to certify the nature and extent of the services provided and the cost claimed for services rendered pursuant to this Agreement or so as to otherwise comply with the requirements of any lawful agreement between the party and such governmental authority.

D. Insurance.

- 1) School shall provide professional liability insurance in an amount not less than \$1,000,000 per occurrence/\$3,000,000 annual aggregate that will cover its Students, employees, and agents participating in a Rotation pursuant to this Agreement.
- 2) Site shall provide professional liability coverage in an amount not less than \$1,000,000 per occurrence/\$3,000,000 annual aggregate that will cover its employees and agents who perform services pursuant to this Agreement.
- 3) Each party shall provide the other with proof of the foregoing insurance coverage upon request.

E. Confidentiality. School and Site agree that any confidential information shared between and among the Parties related to this Agreement, shall be shared only with those individuals with a legitimate need to know such information, except as may be required by law. For purposes of this section, confidential information shall include without limitation all trade secrets, financial information, organizational processes, business strategies, policy and procedure information or documentation and any other information identified by the providing party as confidential at the time of transmission. Confidential information shall not include information or documentation which is publicly available, which is subsequently received from a third party which is not under a confidential obligation regarding the information provided, or which was demonstrably known to the receiving party prior to disclosure by the providing party. Upon termination of this Agreement, all confidential information including that described in this section shall be returned to the providing party within 30 days of request by the providing party.

F. Student Educational Records. Each party agrees to maintain the confidentiality of students' educational records in accordance with the provisions of the Family Educational Rights and Privacy Act ("FERPA").

G. Nondiscrimination. Each party agrees to perform their duties under this Agreement in a way that does not discriminate or imply discrimination against any person or group based on age, ancestry, belief, color, creed, disability, national origin, race, religion, sex, sexual orientation or veteran status.

4. Status of Students and Parties

Both Parties agree that the primary purpose of the Rotation is to facilitate Student learning for the mutual benefit of School and the Site. Students participating in the Rotation shall retain the status of students at all times and shall not be deemed an employee of either School or the Site. No Student shall at any time replace or substitute for any Site employee or medical staff member, as applicable, or perform any duties of any employee or medical staff member, as applicable, except as part of their supervised training by Preceptors hereunder, or have any claim to future employment at Site. Further, no Student will either be eligible to receive wage, salary or other compensation from either School or the Site or have any claim or entitlement under either the Site's or the School's vacation pay, sick leave, unemployment insurance, worker's compensation, disability, social security, retirement or other employee benefit plan for activities provided pursuant to this Agreement.

The relationship of School and Site under this Agreement shall be that of independent contractors. Neither party is an agent, joint venturer, partner, or employee of the other party. Except as expressly set forth in this Agreement, each party shall control the hiring and firing of its own employees, and shall cover all taxes, insurance coverage, and other changes incident to its own employees.

5. Privacy

School and Site acknowledge that as a condition of participation in a Rotation at Site, Students are required to maintain protected health information of Site's patients in accordance with the Health Insurance Portability and Accountability Act of 1996, and all applicable regulations promulgated thereunder (collectively, "HIPAA"), including information obtained through use of computer systems. Site shall educate Students regarding its confidentiality and privacy policies and procedures. Site shall instruct Students that information regarding its patients shall be held in confidence, that all protected health information regarding Site's patients shall be maintained by Student in compliance with HIPAA, that Students shall not make copies of patient records, and that Students shall not identify patients or any protected health information in any papers, reports or case studies.

6. General Terms and Conditions

A. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect for a period of one (1) year from its Effective Date, unless terminated as set forth below. Either party may terminate this Agreement for any reason by providing the other party with at least thirty (30) days written notice. Either party may immediately terminate this Agreement for loss of any license or third party accreditation necessary for Rotation, illegal or wrongful conduct, material misrepresentation or fraud, or material breach of this Agreement by the other party. In the event of termination, the Parties shall cooperate and use their best efforts to ensure that all Students are able to complete Rotations already in progress at Site or other location acceptable to School.

B. Amendment. This Agreement may not be amended or modified except by a written instrument signed by both parties.

C. Notice. Any notice or other communication required under this Agreement shall be in writing and will be deemed given as of the date it is (a) delivered by hand; (b) mailed, postage prepaid, return receipt requested, to the party at the address listed below or later specified in writing; or, (c) sent, shipping prepaid, return receipt requested, by national courier service, to the party at the address listed below:

AS TO DUKE:

Manager, Clinical Placements for:

David S. Bowersox, MBA  
Associate Dean, Finance and Administration  
Duke University  
DUMC Box 3322  
Durham, North Carolina 27710

AND

Paul Lindia  
Vice President, Network Services  
Duke University Health System, Inc.  
3100 Tower Blvd., Suite 600  
Durham, North Carolina 27707

AS TO SITE:

Judi Nightingale, PhD, RN  
Riverside County Regional Medical Center  
9990 County Farm Road  
Riverside, California 92503  
P/F: (951)486-6452/ (951)486-5500  
Email: JNightin@co.riverside.ca.us

- D. Assignment. Neither party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- E. Entire Agreement. This Agreement, including any schedules or other attachments which are incorporated herein by reference, contains the entire Agreement between the Parties as to its subject matter. This Agreement merges all prior discussions and supersedes any and all other agreements between the Parties and neither party shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the Parties.
- F. Waiver. The failure of a party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effort.
- G. Use of Parties' Names and Marks. All names, symbols, trademarks, or service marks, including logos (collectively "Marks") currently existing or subsequently established to identify a party and/or its services are the exclusive property of that party. Neither party shall use the other party's Marks in any manner, including but not limited to publication, broadcast, advertisement, promotions or other public or private document or any other type of announcement without prior written consent.
- H. Inventions. Title to any invention made or conceived solely by employees or Students of either Site or School in the performance of this Agreement vests in the party whose employees or Students made or conceived the invention or discovery. Inventions shall be defined to include without limitation discoveries, improvements, works of authorship, writings, formulas, processes, compositions of matter, data and related documentation, computer programs, code databases, mask works, trade secrets, designs, notes, drawings, marketing plans, product plans, business strategies, financial information, forecasts, copyrights, patent rights, pictorial reproductions, graphic representations, software developments, specifications, calculations, tables, reports and documents.




- I. Severability. Each clause of this Agreement is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of this Agreement shall not be affected thereby.
- J. Modification for Change in Law. To the extent that any law, rule, or regulation of any authority (including The Joint Commission or other relevant accrediting agency) having jurisdiction over either party to this Agreement shall render any provision of this Agreement to be illegal or unenforceable, the Parties agree to negotiate promptly regarding modification as may be required to bring this Agreement into compliance with such applicable law, rule, or regulation. Should the Parties be unable to agree upon such modification within a period of thirty (30) days from the date any party shall give notice to the other party of such changes in law, rule, or regulation, this Agreement shall be deemed terminated.
- K. Binding Obligations. The rights and responsibilities of this Agreement shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- L. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in California.
- M. No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation, any Students or patients of School or Site, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.
- N. Interpretation. Neither party shall be considered the drafter of this Agreement. No provision in this Agreement shall be interpreted for or against either party because that party or that party's legal representative drafted such provision.
- O. Financial Arrangements. This Agreement is for the mutual benefit of School and the Site. No monies will be exchanged in connection with these educational services.
- P. No Requirement to Refer; Compliance with Laws. Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith, contemplates or requires any healthcare provider of either party to refer or admit any patients to, or order any goods or services from, Site or any Site affiliated healthcare facility. This Agreement is not intended to influence the judgment of either party in choosing the medical facility appropriate for the treatment and care of patients. School shall not receive compensation or remuneration for referrals they make, if any, to Site. The Parties specifically do not intend to violate the Federal Anti-Fraud and Abuse provisions, which is codified, at 42 U.S.C. Section 1320a-7b(b) or the Ethics in Patient Referrals Act, which is codified at 42 U.S.C. Section 1395nn (commonly known as the "Stark Law") or other applicable laws that may be passed from time-to-time. Other agreements between the Parties hereto are reflected on the following master lists of contracts maintained by and for DUHS: (i) the Duke Network Services Contract Database; (ii) the Duke University Hospital Physician Purchased Services Agreement List; the (iii) Durham Regional Hospital Master Physician Contract Database; and/or (iv) the Duke Raleigh Hospital Master Physician Contract List.

- Q. Excluded Provider. Each party represents and warrants to the other that it (i) is not currently excluded, debarred, or otherwise ineligible to participate in Medicare, Medicaid, or any other federal health care program (each a “Federal Health Care Program”), (ii) has not been convicted of a criminal offense for which exclusion from any Federal Health Care Program is either mandatory or permissive; and (iii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in any Federal Health Care Program. The Parties agree to promptly notify the other party in the event of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give the other party the right to terminate the Agreement immediately.


*Signature page follows.*

IN WITNESS THEREOF, the parties hereby execute this Agreement.

**DUKE UNIVERSITY**

BY:  DATE: 3/3/15  
David Bowersox, MBA  
Associate Dean, Finance and Administration

**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER**

BY:  DATE: \_\_\_\_\_

*(PLEASE NOTE: Name and Title fields below must be completed)*

Print or Type Name: \_\_\_\_\_

Print or Type Title: \_\_\_\_\_

COUNTY OF RIVERSIDE

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

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Title

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

FORM APPROVED COUNTY COUNSEL  
BY:  6/17/15  
NEAL R. KIPNIS DATE

**ATTACHMENT A**

Student Participation Summary

[Site Name] agrees to provide a non-clinical residency experience to a Duke School of Nursing graduate education and/or post masters student with clinical or scientific background.

ROTATION PERIOD	COURSE	STUDENT	PRIMARY PRECEPTOR*	PRECEPTOR CONTACT INFO
				PH: _____ EX: _____ MAIL: _____

\* Student may also be precepted by his/her preceptor.

Course Information

**N665 DNP Capstone Project:** (400 hours) In this year-long course, students incorporate and apply the knowledge and skills learned in the translation, transformation, and leadership courses. This may include practice change projects, quality and safety improvement projects, clinical program evaluations, and evaluation of practice models.

Experience Withdrawal

It is the understanding of Duke University School of Nursing that facility may request that the School of Nursing withdraw STUDENT(s) from the experience if his/her conduct or work has a detrimental effect on the FACILITY NAME staff, clients and/or its patients.

Student Participation Summary Reviewed and Approved By:

**DUKE UNIVERSITY**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Elizabeth L. Merwin, PhD, RN, FAAN  
Executive Vice-Dean, School of Nursing

REQUEST THAT STUDENT BE ALLOWED TO ACCOMPANY ME TO (confirmation of placement must be provided to student before he/she can perform activities at any facility other than the one listed above; observation is permitted):

1.

**COPIES OF SIGNATURES ARE ACCEPTABLE ON THIS ATTACHMENT (PLEASE - NO STAMPED OR TYPED SIGNATURES).**

ATTACHMENT A

Student Participation Summary

Riverside County Regional Medical Center agrees to provide a non-clinical residency experience to a Duke School of Nursing graduate education and/or post masters student with clinical or scientific background.

ROTATION PERIOD	COURSE	STUDENT	PRIMARY PRECEPTOR*	PRECEPTOR CONTACT INFO
1/5/15 - 1/5/16	N665	Chima Okam	Judi Nightingale, PhD, RN	9990 County Farm Road Riverside, CA 92503 Phone: (951) 486-6452 Fax: (951) 486-550 E-Mail: JNighting@co.riverside.ca.us

\* Student may also be precepted by his/her associates

Course Information

**N665 DNP Capstone Project:** (400 hours) In this year-long course, students incorporate and apply the knowledge and skills learned in the translation, transformation and leadership courses. This may include practice change projects, quality and safety improvement projects, clinical program evaluations, and evaluation of practice models.

Experience Withdrawal

It is the understanding of Duke University School of Nursing that facility may request that the School of Nursing withdraw STUDENT(s) from the experience if his/her conduct or work has a detrimental effect on the Riverside County Regional Medical Center staff, clients and/or its patients.

Student Participation Summary Reviewed and Approved By:

**RIVERSIDE COUNTY REGIONAL MEDICAL CENTER**

*(All fields below must be complete)*

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

Print or Type Title: \_\_\_\_\_

**DUKE UNIVERSITY**

BY: \_\_\_\_\_ DATE: 3/3/15

David Bowersox, MBA  
Associate Dean, Finance and Administration  
School of Nursing

REQUEST THAT STUDENT BE ALLOWED TO ACCOMPANY ME TO *(confirmation of placement must be provided to student before he/she can perform activities at any facility other than the one listed above; observation is permitted):*

- 1.
- 2.

**COPIES OF SIGNATURES ARE ACCEPTABLE ON THIS ATTACHMENT (PLEASE - NO STAMPED OR TYPED SIGNATURES).**