

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

921



FROM: Department of Public Health

SUBMITTAL DATE:

SUBJECT: Ratify and Approve the Revenue Agreement # 15-063 with Azusa Pacific University for Coordination of Clinical Rotation Services for one year. Districts All; [\$41,292] 100 % funded by Azusa Pacific University.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Revenue Agreement with Azusa Pacific University (APU) for \$41,292 for one year; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 based on the availability of fiscal funding, to sign amendments that do not change the substantive terms of the agreement, the ability to move the funds among the vendors, including amendments to the compensation provision that do not exceed 10 %, as approved by County Counsel.

BACKGROUND:  
(Continued on Page 2)

HP:td

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	\$ 41,292	\$ 0	\$ 41,292	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100 % funded by Azusa Pacific University

Budget Adjustment: NO

For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY:

Christopher M. Hans

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3-33

PURCHASING & FLEET SERVICES: Lisa Brandl, Director  
FORM APPROVED COUNTY COUNSEL: 11/12/15  
BY: GREGORY P. PRIAMOS DATE: Departmental Concurrence

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

**FORM 11:** Ratify the revenue Agreement # 15-063 with Azusa Pacific University for Coordination of Clinical Rotation Services. [All Districts] [\$41,292] 100 % funded by Azusa Pacific University.

**DATE:**

**PAGE:** 2 of 2

**BACKGROUND:**

**SUMMARY**

For over thirty years, the DOPH has participated in the student internship/clinical rotation program with various universities. The student affiliation agreement between DOPH and APU provides for the assignment of students enrolled in APU to DOPH health clinics and programs.

Due to the critical nursing shortage, the schools of nursing have been working to increase the number of students. The DOPH is working with the nursing schools to expand the number of students allowed for clinical/program rotation in an on-going effort to increase the pool of nurses in Riverside County.

APU has been experiencing a shortage of nurse instructors and has requested the DOPH to coordinate the student's clinical rotation for those students assigned to the DOPH health programs in exchange for monetary compensation. APU instructors will continue to provide supervision to those students assigned to the DOPH health clinics and programs.

The DOPH shall provide a Public Health Nurse (Program Coordinator) to APU School of Nursing for all students participating in the DOPH's health clinic and program rotation. The DOPH shall be compensated by APU for the provision of the Public Health Nurse as the County's Program Coordinator.

**Impact on Citizens and Businesses**

The students provide the County of Riverside 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.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Based on overhead costs and the Public Health Nurse's salary and benefits, the DOPH Fiscal Department has calculated a rate of \$ 62.00 per hour of approximately 666 teaching hours. Total compensation to the DOPH by APU is \$41,292.

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC HEALTH

FOR COUNTY USE ONLY



DEPT/BRANCH: DOPH/ Public Health Nursing		CONTRACT NO. 15-063	RFP NO. Revenue
FUND: 10000	DEPARTMENT ID: 4200100700	GRANT: 500044	PROGRAM: ----
CLASS/DISTRIBUTION CODE: 6572-33229		CONTRACT AMOUNT: \$41,292	
PERIOD OF PERFORMANCE: July 1, 2015 through June 30, 2016			
COUNTY CONTRACT: Hermia Parks, Director (951) 358-5516		CONTRACTOR REPRESENTATIVE: Jason Tavarez (626) 815-6000 ext. 5285	
PROGRAM NAME: coordinator services for school of nursing			

This 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 Azusa Pacific University, hereinafter referred to as "UNIVERSITY".

**WITNESSETH:**

**WHEREAS**, UNIVERSITY has entered into a student affiliation agreement with COUNTY for students in need of Public Health education and experience; and

**WHEREAS**, UNIVERSITY has requested the services of a coordinator for nursing students participating in the internship program at COUNTY; and

**WHEREAS**, the COUNTY has the expertise, facilities, and staffing to provide such identified services and is willing to so provide.

**NOW THEREFORE** in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 5, Exhibit A, consisting of one (1) page and Exhibit B, consisting of one (1) page, attached hereto and incorporated herein.

**UNIVERSITY**

**COUNTY**

By Mark S. Dickerson

By \_\_\_\_\_

Mark S. Dickerson, JD, PhD, Senior Vice President  
Print Name

Marion Ashley, Chairman, Board of Supervisors  
Print Name

Date Aug 27, 2015

Date \_\_\_\_\_

ATTEST: Kecia Harper-Ihem, Clerk

By \_\_\_\_\_  
FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE 10/15

1. **COUNTY OBLIGATIONS** - COUNTY shall provide all services as outlined and specified in Exhibit A, SCOPE OF WORK, consisting of one (1) page(s), attached hereto and by this reference incorporated herein.
2. **TERM** - The term of this Agreement shall be from July 1, 2015 through June 30, 2016 unless terminated as specified in sections 4, AVAILABILITY OF FUNDING, or section 7 TERMINATION.
3. **COMPENSATION**- In consideration of services provided by COUNTY, UNIVERSITY shall pay and COUNTY shall receive compensation, as set forth in Exhibit B, PAYMENT PROVISION, not to exceed forty-one thousand, two hundred ninety-two dollars (41,292).
4. **AVAILABILITY OF FUNDING** - It is mutually agreed and understood that the obligation of the UNIVERSITY is limited by and contingent upon the availability of the UNIVERSITY funds for the reimbursement of COUNTY'S fees. In the event that such funds are not forthcoming for any reason, UNIVERSITY shall immediately notify COUNTY in writing.
5. **HOLD HARMLESS/INDEMNIFICATION.**
  - 5.1 UNIVERSITY shall indemnify and hold harmless all the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of the UNIVERSITY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of the UNIVERSITY, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. UNIVERSITY shall defend at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers,

1 Board of Supervisors, elected and appointed officials, employees, agents and  
2 representatives in any claim or action based upon such alleged acts or omissions.

3 **5.2** COUNTY shall indemnify and hold harmless UNIVERSITY, its affiliates and  
4 their respective trustees, governors, directors, officers employees, contractors,  
5 subcontractors and agents from any liability whatsoever, based or asserted upon any  
6 services of COUNTY its officers, employees, subcontractors, agents or representatives  
7 arising out of or in any way relating to this Agreement, including but not limited to  
8 property damage, bodily injury, or death or any other element of any kind or nature  
9 whatsoever and resulting from any reason whatsoever arising from the performance of  
10 COUNTY, its officers, agents, employees, subcontractors, agents or representatives from  
11 this Agreement. COUNTY shall defend at its sole expense, all costs and fees including  
12 but not limited to attorney fees, cost of investigation, defense and settlements or awards  
13 of all Agencies, Districts, Special Districts and Departments of the UNIVERSITY, their  
14 affiliates and their respective trustees, governors, directors, officers employees,  
15 contractors, subcontractors and agents in any claim or action based upon such alleged  
16 acts or omissions.

17 **5.3** With respect to any action or claim subject to indemnification herein by  
18 UNIVERSITY, UNIVERSITY shall, at their sole cost, have the right to use counsel of  
19 their own choice and shall have the right to adjust, settle, or compromise any such action  
20 or claim without the prior consent of COUNTY; provided, however, that any such  
21 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
22 UNIVERSITY'S indemnification to COUNTY as set forth herein.

23 **5.4** With respect to any action or claim subject to indemnification herein by  
24 COUNTY, COUNTY shall, at their sole cost, have the right to use counsel of their own  
25 choice and shall have the right to adjust, settle, or compromise any such action or claim  
26 without the prior consent of UNIVERSITY; provided, however, that any such  
27 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
28 COUNTY'S indemnification to UNIVERSITY as set forth herein.

1       **5.5**     The specified insurance limits required in this Agreement shall in no way limit or  
2     circumscribe UNIVERSITY'S obligations to indemnify and hold harmless the COUNTY  
3     herein from third party claims.

4       **5.6**     The specified insurance limits required in this Agreement shall in no way limit or  
5     circumscribe COUNTY'S obligations to indemnify and hold harmless the UNIVERSITY  
6     herein from third party claims.

7       **5.7**     In the event there is conflict between this clause and California Civil Code  
8     Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such  
9     interpretation shall not relieve either party, in agreement herein, from indemnifying each  
10    other to the fullest extent allowed by law.

11   **6.    LIABILITY INSURANCE** - COUNTY shall procure and maintain or cause to be  
12    maintained, at its sole cost and expense, the following insurance coverage's during the  
13    term of this Agreement.

14       **6.1**     Worker's Compensation:

15           The COUNTY shall maintain Worker's Compensation Insurance (Coverage A) as  
16    prescribed by the laws of the State of California. Policy shall include Employer's  
17    Liability (Coverage B) including Occupational Disease with limits not less than  
18    \$1,000,000 per person per accident.

19       **6.2**     Commercial General Liability:

20           The COUNTY shall maintain Commercial General Liability Insurance coverage,  
21    including but not limited to, premises liability, contractual liability, products and  
22    completed operations liability, and personal and advertising injury, covering claims  
23    which may arise from or out of COUNTY'S performance of its obligations hereunder.  
24    Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined  
25    single limit.

26       **6.3**     Vehicle Liability:

27           If COUNTY'S vehicles or mobile equipment are used in the performance of the  
28    obligations under this Agreement, then COUNTY shall maintain liability insurance for all

owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit.

**6.4 General Insurance Provisions- All lines:**

**6.4.1** It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the UNIVERSITY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

**6.4.2** COUNTY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

**6.4.3** The insurance requirements contained in this Agreement may be met by COUNTY with a program of self-insurance.

**7. TERMINATION** - Either party may terminate this Agreement, without cause, upon thirty (30) working days written notice served upon the other party.

**8. FORCE MAJEURE** - In the event the Parties, mentioned hereto, are unable to comply with any provision of this agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, neither Party will be held liable to the other for such failure to comply.

**9. ALTERATION** - No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

**10. SEVERABILITY**- If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**11. JURISDICTION, VENUE, ATTORNEY FEES**- This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Parties agrees and consents to the exclusive jurisdiction of the courts of the State of California for all

1 purposes regarding this Agreement and further agrees and consents that venue of any  
2 action brought hereunder shall be exclusively in the County of Riverside, California.

3 **12. NOTICES**- All correspondence and notices required or contemplated by this Agreement  
4 shall be delivered to the respective parties at the addresses set forth below and are deemed  
5 submitted one day after their deposit in the United States mail, postage prepaid:

6 **COUNTY:**

7 County of Riverside, Department of Public Health  
8 Procurement and Logistics  
9 4065 County Circle Drive  
Riverside, CA 92503

10 **UNIVERSITY:**

11 Azusa Pacific University  
12 School of Nursing  
701 E. Foothill Blvd.  
Azusa, CA 91702-7000

13 With copy to Mark Dickerson, Office of the General Counsel, same address.

14 Or to such other address (es) as the parties may hereafter designate.

15 /// /// /// ///



**EXHIBIT A**  
**SCOPE OF SERVICE**

UNIVERSITY's School of Nursing, whose students are placed in the COUNTY'S Public Health Nursing Branch, will have the assistance of the COUNTY'S Public Health Nursing Program Coordinator (Program Coordinator) as an adjunct instructor. The parties agree that the Program Coordinator is and remains the COUNTY's employee for all purposes under California law and this agreement.

**1. UNIVERSITY'S Responsibilities.**

**1.1** UNIVERSITY shall provide orientation to COUNTY'S Public Health Nurse Program Coordinator (Program Coordinator) as to student's curriculum requirements and educational expectations while at the COUNTY.

**1.2** UNIVERSITY shall hold quarterly meetings with Program Coordinator and other clinical instructors to discuss student participation and other issues related to the educational experience of the students.

**2. COUNTY'S Responsibilities.**

COUNTY shall provide Public Health Nurse, as Program Coordinator, to provide the following services to the UNIVERSITY as follows:

**2.1** Establish student teams for home visitations.

**2.2** Assigning COUNTY clients to students for follow-ups.

**2.3** Pre-conferences during which students plan and prepare for home visits.

**2.4** Being available by telephone while students are out in the field.

**2.5** Provide students with materials and resources for COUNTY clients.

**2.6** Instruct students about charting, referrals, mandatory reporting and other relevant activities.

**2.7** Review student's curriculum documentation.

**2.8** Sign charts at the conclusion of contact with clients and/or end/or quarter.

**2.9** Correct disposition of COUNTY documents such as files.

1       **2.10** Report concerns about the conduct of the students to UNIVERSITY.

2       **2.11** Cooperate with the UNIVERSITY with mid-term and end-of-term student evaluations.

3       **2.12** Coordinate student's activities in ways consistent with COUNTY policies and  
4               procedures.

## 5                               **EXHIBIT B**

### 6                               **PAYMENT PROVISIONS**

7  
8       **1.** UNIVERSITY shall compensate COUNTY for the provision of a Program Coordinator at a  
9               rate of sixty-two dollars (\$62.00) per hour. The Program Coordinator remains an employee of  
10              the COUNTY and not the UNIVERSITY; the COUNTY is responsible for all employee  
11              obligations and activities of the Program Coordinator.

12       **2.** The total amount of this contract shall not exceed forty-one thousand, two hundred ninety-two  
13              dollars (\$41,292) including travel and all other expenses.

14       /// /// /// /// /// /// ///  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28