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



FROM: Community Health Agency, Department of Public Health

SUBMITTAL DATE: August 12, 2010

SUBJECT: Ratify the Agreement with California State University Fullerton Contract #10-075 for Student Affiliation and Coordination of Clinical Rotation Services.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the revenue agreement between, California State University Fullerton and the County of Riverside Community Health Agency, Department of Public Health for student affiliation and coordination of clinical rotation services for the performance period of July 1, 2010 through June 30, 2013. The total amount of this agreement shall not exceed \$25,110 annually for a total amount of \$75,330; and
- 2) Authorize the Purchasing Agent to sign subsequent amendments that make only ministerial changes to the Agreement not to exceed \$25,110 annually or which extend the Agreement for future years not exceeding the total amount stated in the original Agreement; and
- 3) Authorize the Chairperson of the Board of Supervisors to execute four (4) original copies of the Agreement on behalf of the County of Riverside.

SM: hp:rc:ys

Susan D. Harrington, Director of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 25,110	In Current Year Budget:		YES	
	Current F.Y. Net County Cost:	\$ 0	Budget Adj	ustment:	NC	
	Annual Net County Cost:	\$ 0	For Fiscal Y	ear:	10/1	
SOURCE OF FUNDS: 100% funded by Fullerton.		California State Uni	versity	Positions To Be Deleted Per A-30	X	
uncrton.				Requires 4/5 Vote		
C.E.O. RECOMMENDATION: APPROVE						
County Executi	(ive Office Signature	BY: Nulva Cournove	moyer			
		HE BOARD OF SUI		DC		
	MINUTES OF TH	IE BUAKU UF SUI	-EKVISU	NO		

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Buster, Tavaglione, Stone, Benoit and Ashley

Nays:

None None

Absent: Date:

August 31, 2010

K xc:

CHA-Public Health, Purchasing

Prev. Agn. Ref.:

District: All Agenda Number:

3.22

Kecia Harper-Ihem

Clerk of the Board

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

SY. NEAL R. RIPNIS DA

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N N Policy Policy

Consent

Dep't Recomm.: Per Exec. Ofc.: Page 2 of 2 Form 11

SUBJECT: Ratify the Agreement with California State University Fullerton University Contract #10-075 for Student Affiliation and Coordination of Clinical Rotation Services.

BACKGROUND:

For over thirty years, the Department of Public Health has participated in the student internship/clinical rotation program with various universities. The agreement between Riverside County Community Health Agency Department of Public Health (DOPH) and California State University Fullerton University provides for the assignment of students enrolled in the University to County Health Clinics. The students provide the County with valuable assistance at no cost. In addition, the students gain much needed on-the-job training and experience. The assigned students provide an excellent source of recruitment.

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 rotation in an on-going effort to increase the pool of nurses in Riverside County.

As of July 1, 2009, California State University Fullerton University has been experiencing a shortage of nurse instructors and has requested the County of Riverside DOPH to coordinate the student's clinical rotation for those students assigned to the Riverside County health clinics in exchange for monitory compensation. California State University Fullerton University instructors will continue to provide supervision to those students assigned to the County health clinics.

The DOPH shall provide a Public Health Nurse (Program Coordinator) to California State University Fullerton University School of Nursing for all students participating in the County's internship clinical rotation. The County shall be compensated by the University for the, provision of the Public Health Nurse as the County's Program Coordinator.

FINANCIAL DATA:

Based on overhead, and the Public Health Nurse's salary and benefits, the DOPH Fiscal Department has calculated a rate of \$62.00 per hour. Total compensation to the County by the University shall not exceed \$25,110 annually for period of performance dates of agreement as follows;

FY 10/11 - \$25,110 FY 11/12 - \$25,110

FY 12/13 - \$25,110

COUNTY OF RIVERSIDE

COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DOPH/ Community Outreach		CONTRACT NO. 10-075	RFP NO.
FUND: 10000	DEPARTMENT ID: 4200100700	PROJECT-GRANT	PROGRAM
CLASS/LOCATION 6572-33229		CONTRACT AMOUNT: Revenue Not to exceed \$25,110 annually	
PERIOD OF PERFORMANCE: July 1, 2010 through June 30, 2013			
COUNTY CONTRACT:		CONTRACTOR REPRESENTATIVE:	
Julisa Alvizo (951) 358-5255 Hermia Parks (951) 358-5301		Dr. Sora Coley (714) 278-3371	
PROGRAM NAME: Student Affiliation Agreement			

This student affiliation agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Community Health Agency, [Department of Public Health], hereinafter referred to as ("COUNTY"), and <u>California State University Fullerton</u>, hereinafter referred to as ("UNIVERSITY").

WITNESSETH:

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

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

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

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages <u>1</u> through <u>10</u>, Attachment A, consisting of one (1) page, and Attachment B, consisting of two (2) pages, attached hereto and incorporated herein.

UNIVERSITY	COUNTY
By AWairen	BAMaun Alleley Chairman, Board of Supervisors MARION ASHLEY
ANGELA WARREN, BUPER II Print Name Date 7/29/10	Print Name Date AUG 3 1 2010
FORM APPROVED COUNTY COUNSE()	Attest: Kecia Harper-Ihem, Clerk

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27 28 1. GENERAL UNDERSTANDINGS. Subject to the terms and conditions of this Agreement:

- 1.1 The number of students enrolled in the UNIVERSITY'S programs/department's, 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 Coordinator of Clinical Education, within the regular working hours of the COUNTY.
- 1.2 The COUNTY Coordinator of Clinical Education, 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.
- **HIPAA REGULATIONS**: The UNIVERSITY hereby verifies knowledge of 1.4 HIPAA standards and codes relating thereto as they apply to patient care, the UNIVERSITY, and UNIVERSITY programs, 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, except within the course and scope of the student's clinical experience under this Agreement. 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 substance 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.
- 1.8 UNIVERSITY may request to utilize the County Public Health Nursing Program Coordinator as an adjunct instructor for the services and fee as specified in Attachment B.
- 1.9 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.
- 1.10 The UNIVERSITY will inform its students and UNIVERSITY'S paid faculty that they are not employees of the COUNTY and will not receive compensation from COUNTY.

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1.11 BACKGROUND CHECK:

- 1.11.1 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.
- 1.11.2 UNIVERSITY will inform student of the COUNTY's requirement for a criminal background check as well as student's financial responsibility with respect to the criminal background check. UNIVERSITY acknowledges and will inform student that placement of each student at the COUNTY is contingent upon submission of the criminal background check to the COUNTY prior to the commencement of the clinical education program placement. COUNTY reserves the right to decline acceptance of any student that fails to meet the standards established by the COUNTY with respect to background checks.
- **1.11.3** Students shall complete and sign the appropriate release/waiver form(s) prior to the COUNTY accessing background check information.
- 1.11.4 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, and guidance 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.
- 2.6 Be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement. COUNTY shall be responsible for damages caused by the negligence of its officers, agents and 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, and tetanus.

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	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 with prior notification to UNIVERSITY		
ERSITY hereby insures that participating students have met all				
mental regulations for admission and have been informed of all COUNTY				
ements.				

3. <u>INSURANCE</u>.

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- 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 Professional Liability coverage with a limit of one-million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate.
 - **3.1.3** Worker's Compensation coverage covering UNIVERSITY'S instructors assigned by the UNIVERSITY to participate in this agreement.
 - **3.1.4** Group workers' compensation coverage is provided to assigned students.
 - 3.1.5 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 termination in coverage of such insurance; in addition, UNIVERSITY shall provide thirty (30) days written notice to COUNTY for any modification, expiration or reduction in coverage for 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.

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If the UNIVERSITY does not provide protection to its Students under the above coverage (s), then the Student shall obtain and maintain the above coverage(s) for any liability incurred as a result of the performance under this agreement.

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 activities supervised by a County Public Health Nursing instructor in the COUNTY program; and assist in obtaining such observation, participating, and independent activities through other related agencies when 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.
- Advise the UNIVERSITY of any changes in personnel, operation, or policies 4.5 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.
- **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 agrees to hold harmless and indemnify the COUNTY against all claims, demands, suits judgments, expenses, and costs of any and every kind, insofar as it may legally do so, on account of injury to or death of any person(s) or loss of or damage to property arising in any manner out of the negligent performance of this Agreement by the UNIVERSITY.
- 6.2 The COUNTY agrees to hold harmless and indemnify the UNIVERSITY against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so, on account of injury to or death of any person(s) or

loss or damage to property arising in any manner out of the negligent performance of this Agreement by the COUNTY. The provisions of the California Tort Claims Act, Government Code Section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the COUNTY.

7. <u>TERMINATION</u>.

- 7.1 This Agreement shall be effective from date of execution through June 30, 2013. 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.** <u>VENUE</u>. 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

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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. <u>NOTICES</u>. Any notices required to be given under this agreement shall be given by regular mail, postage prepaid, addressed as follows:

COUNTY:

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

UNIVERSITY:

California State University, Fullerton Division of Administration and Finance Contracts and Procurement 2600 East Nutwood Avenue Suite 300 Fullerton, CA 92831 ATTN: Angela Warren, Buyer III

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

ATTACHMENT A

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

- 1. Child & Adolescent Studies
- 2. Human Services
- 3. Nursing
- 4. Counseling
- 5. Education Leadership
- 6. Elementary, Bilingual & Reading
- 7. Special Education
- 8. Secondary Education
- 9. Health Science
- 10. Kinesiology

ATTACHMENT B

County Public Health Nurse Program Coordinator Scope of Work

UNIVERSITY, whose students are placed in the COUNTY'S Public Health Nursing Branch, has the option to request the assistant of the COUNTY's Public Health Nursing Program Coordinator (PROGRAM COORDINATOR) as an adjunct instructor. These are additional services offered by the COUNTY'S Public Health Nursing Branch to the UNIVERSITY for a fee as follows:

1. <u>UNIVERSITY'S Responsibilities.</u>

- 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.
- **2.10** Report concerns about the conduct of the students to UNIVERSITY.
- **2.11** Cooperate with the UNIVERSITY with mid-term and end-of-term student evaluations.
- **2.12** Coordinate student's activities in ways consistent with COUNTY policies and procedure.

3. Compensation.

- **3.1** At the request of the UNIVERSITY for the COUNTY to provide staff to serve in the role of adjunct instructor, the UNIVERSITY shall compensate COUNTY for the provision of a COUNTY'S Program Coordinator at the rate of sixty-two dollars (\$62.00) per hour.
- **3.2** The total amount of this contract shall not exceed seventy-five thousand, three-hundred thirty dollars (\$75,330) including travel and all other expenses.
- **3.3** PROGRAM COORDINATOR remains an employee of the COUNTY and not the UNIVERSITY; the COUNTY is responsible for all employee's obligations and activities of the Program Coordinator.

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