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 ☐ Policy ☑
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

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: December 8, 2015
xc: Public Health, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref.: | **District: ALL** | **Agenda Number:** 3-33

PURCHASING & FLEET SERVICES: Lisa Brandl, Director

FORM APPROVED COUNTY COUNSEL BY: GREGORY P. PRIAMOS DATE 11/12/15

Departmental Concurrence

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

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 monitory 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

By Mark S. Dickerson

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

Date Aug. 27, 2015

COUNTY

By Marion Ashley

Marion Ashley, Chairman, Board of Supervisors
Print Name

Date DEC 08 2015

ATTEST: Kecia Harper-Ihem, Clerk

By Karen Paston, Deputy

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE 11/20/15

DEC 08 2015 3-33

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 UNIVESITY, 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,

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

5.2 COUNTY shall indemnify and hold harmless UNIVERSITY, its affiliates and their respective trustees, governors, directors, officers employees, contractors, subcontractors and agents from any liability whatsoever, based or asserted upon any services of COUNTY 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 and resulting from any reason whatsoever arising from the performance of COUNTY, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. COUNTY 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 of all Agencies, Districts, Special Districts and Departments of the UNIVERSITY, their affiliates and their respective trustees, governors, directors, officers employees, contractors, subcontractors and agents in any claim or action based upon such alleged acts or omissions.

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

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

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

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

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

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

6.1 Worker's Compensation:

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

6.2 Commercial General Liability:

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

6.3 Vehicle Liability:

If COUNTY'S vehicles or mobile equipment are used in the performance of the 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 tires 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

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

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

COUNTY:

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

UNIVERSITY:

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

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

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

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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. <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. <u>COUNTY'S Responsibilities.</u>

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 procedures.

EXHIBIT B

PAYMENT PROVISIONS

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

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

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