

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 5/19/16

Departmental Concurrence

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

829



**FROM:** Riverside University Health System - Public Health

**SUBMITTAL DATE:**

**SUBJECT:** Ratify the multi-year agreement between Claremont University School of Community and Global Health and the County of Riverside, Department of Public Health for the performance period of January 1, 2016 - June 30, 2020.

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

1. Ratify the multi-year agreement between Claremont University School of Community and Global Health and the County of Riverside Department of Public Health for the performance period of January 1, 2016-June 30, 2020.
2. Authorize the Chairperson of the Board of Supervisors to sign said agreement on behalf of the County
3. Authorize the Director of Public Health to sign subsequent amendments to this agreement that do not change the substantive terms of the agreement.

**BACKGROUND:**

Summary

Continued on Page 2

JAS:vml

*Sarah S. Mack*  
 Sarah S. Mack, Interim Director  
 Public Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per.Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** This is a no-cost contract  
 Budget Adjustment: No  
 For Fiscal Year: 15/16

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

**APPROVE**

BY: *Christopher M. Hans*  
 Christopher M. Hans

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Washington and Benoit  
 Nays: None  
 Absent: Tavaglione and Ashley  
 Date: June 7, 2016  
 xc: RUHS, Public Health

Kedia Harper-Ihem  
 Clerk of the Board  
 By: *Kedia Harper-Ihem*  
 Deputy

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

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

3-34

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Ratify the multi-year agreement between Claremont University School of Community  
and Global Health and the County of Riverside, Department of Public Health for the performance  
period of January 1, 2016- June 30, 2020.**

**DATE:**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary (continued)**

In Coordination with Department of Public Health Programs, this agreement provides for the assignment of students enrolled in Claremont University's Community and Global Health programs to assist in a variety of Public Health branches. The students provide the County with valuable assistance at no cost. In addition, the students gain much needed field work experience and training in the fields of Public Health. The assigned students provide an excellent source of recruitment.

Riverside County has been contracting with Claremont University School of Community and Global Health for student affiliation since 2012 with annual renewals. Claremont University desires to establish a contract with the County of Riverside Department of Public Health for 5 years.

**Impact on Citizens and Businesses**

Students and residents of Riverside County will have the ability to learn valuable knowledge by having the opportunity to practice what they have learned in the university setting. This also allows for the county to receive valuable assistance on everyday tasks.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

This contract is a no-cost contract.

COUNTY OF RIVERSIDE  
RIVERSIDE UNIVERSITY HEALTH SYSTEM -  
PUBLIC HEALTH

FOR COUNTY USE ONLY



Community Outreach		CONTRACT NO. 16-070	RFP NO ----
FUND: 10000	DEPARTMENT ID: 4200102000	PROJECT-GRANT -----	PROGRAM -----
CLASS/LOCATION 6572-33225		CONTRACT AMOUNT \$-0-	
PERIOD OF PERFORMANCE:		January 1, 2016 through June 30, 2020	
COUNTY CONTACT: Julisa Alvizo-Silva Community Outreach Manager Ph: (951) 358-7181 Email: JALVIZO@rivcocha.org		CONTRACTOR REPRESENTATIVE: Michelle Perea- Wiseman Grant and Contracts Analyst Ph: (909) 607-8544 michelle.perea@cgu.edu	
PROGRAM NAME:		Student Affiliation	

This student affiliation agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Public Health, hereinafter referred to as ("COUNTY"), and

Claremont Graduate University School of Community and Global Health, hereinafter referred to as ("UNIVERSITY").

**WITNESSETH:**

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

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

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

**NOW THEREFORE** in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided in the Terms and Conditions on pages 1 through 9, and Attachment A, consisting of one (1) page, attached hereto and incorporated herein.

**UNIVERSITY**

By Jacob Adams  
Jacob Adams, Executive Vice President  
and Provost of Claremont Graduate University

Date 4/29/2016

**COUNTY**

By John J. Benoit  
John J. Benoit, Chairman,  
Board of Supervisors  
JUN 07 2016

Date \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE \_\_\_\_\_

ATTEST: Kecia Harper-Ihem, Clerk

By Kecia Harper-Ihem, Deputy

JUN 07 2016 3-34

## TERMS AND CONDITIONS

1  
2  
3 **1. GENERAL UNDERSTANDINGS.** Subject to the terms and conditions of this  
4 Agreement:

5 **1.1** The number of students enrolled in the UNIVERSITY'S programs/schools, as  
6 stated in Attachment A, to be covered by this Agreement shall be decided by  
7 mutual agreement of the parties hereto. The days and hours of experience shall be  
8 planned by the UNIVERSITY, and the COUNTY Director of Public Health, or  
9 designee, within the regular working hours of the COUNTY.

10 **1.2** The COUNTY Director of the Public Health Department, or designee, shall  
11 coordinate with the UNIVERSITY in planning the days and hours of student  
12 experience and shall have final approval of such plans. Geographical areas of  
13 assignment shall be the responsibility of COUNTY.

14 **1.3** The UNIVERSITY and COUNTY agree to promote the exchange of information  
15 by mutual participation in new or expanded programs, research or other pertinent  
16 concerns coming within the philosophies and policies of the UNIVERSITY or  
17 COUNTY. The parties furthermore agree to cooperate in the concurrent and  
18 terminal, evaluation of student experience.

19 **1.4 HIPAA REGULATIONS:** The UNIVERSITY hereby verifies knowledge of  
20 HIPAA standards and codes relating thereto as they apply to patient care, the  
21 UNIVERSITY, and UNIVERSITY programs, and states that all students and  
22 instructors will be instructed in accordance therewith. A strict code of  
23 confidentiality is to be maintained. All information obtained from client/patient  
24 records is to be held in confidence. No copies of client/patient records shall be  
25 made, and no records or copies thereof are to be removed from COUNTY.  
26 Clients/Patients will not be identified in any manner in reports of case studies  
27 undertaken by students. The UNIVERSITY will prohibit the publication by the  
28 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           **1.5** COUNTY will provide orientation for students and instructors to inform them as  
2           to rules and regulations of COUNTY, including ethical practice and drug abuse.  
3           Students and instructors are to be subject to said rules and regulations for as long  
4           as they are performing or participating in any manner under this Agreement. If  
5           the conduct or health of a student or instructor should be such as to impair their  
6           participation in the UNIVERSITY'S program, or unfavorably affect the  
7           COUNTY program, such student or instructor shall be suspended from further  
8           participation under this Agreement pending a conference between the  
9           UNIVERSITY and COUNTY representatives. Such request for suspension and  
10          subsequent conference will be in writing and include a statement of the reason(s)  
11          student or instructor has been suspended. Thereafter, remedial actions as may be  
12          deemed necessary shall be taken by the UNIVERSITY with five (5) days of  
13          receipt of the written request.

14          **1.6.** Students or instructors who suffer illness or injury while at the COUNTY will be  
15          referred to their individual health care provider, and/or returned to the  
16          UNIVERSITY campus as soon as conditions permit. If a life threatening  
17          emergency occurs, the student or instructor will be assisted to the nearest health  
18          care emergency service. Except as herein provided, COUNTY shall have no  
19          obligation to furnish medical or surgical care to any student or instructor.

20          **1.7** Instructors selected by the UNIVERSITY for Performance under this Agreement  
21          shall be subject to the approval by COUNTY. The UNIVERSITY will allow  
22          adequate time for orientation of new faculty to the COUNTY. Faculty salary  
23          shall be paid by the UNIVERSITY.

24          **1.8** It is mutually agreed and understood that the provision of facilities by COUNTY  
25          is contingent upon and limited by the availability of such facility/facilities and  
26          availability of coordinating County staff.

27          **1.9** The UNIVERSITY will inform students and instructors that they are not  
28          employees of the COUNTY and will not receive compensation from COUNTY.

**1.10** BACKGROUND CHECK:

1           **1.10.1** COUNTY will require a background check, in accordance with the  
2           County LiveScan Policy C-33, BACKGROUND CHECK POLICY, for all  
3           students prior to permitting the student to participate in the educational experience  
4           program at Riverside County facilities.

5           **1.10.2** COUNTY will accept background checks completed by the  
6           UNIVERSITY for all students participating in the educational experience  
7           program at Riverside County facilities.

8           **1.10.3** Students shall complete and sign the appropriate release/waiver form(s)  
9           prior to the COUNTY accessing background check information.

10          **1.10.4** COUNTY understands and agrees that the information received related  
11          to background check shall not be stored electronically and will be destroyed after  
12          the student's acceptance is determined. Destruction of this information shall be to  
13          the extent that the identity of the individual can no longer be determined.

14          **2.        RESPONSIBILITIES OF UNIVERSITY.**

15          The UNIVERSITY shall:

16               **2.1** Assume responsibility for the professional preparation of the student(s) and  
17               compliance of the curriculum with the education standards set forth by the  
18               appropriate profession association.

19               **2.2** Be responsible for the instruction, guidance, and supervision of the  
20               UNIVERSITY students while at the COUNTY pursuant to this Agreement.

21               **2.3** Notify students that conformance is required to all applicable COUNTY policies,  
22               procedures, regulations, and all requirements and restrictions specified jointly by  
23               representatives of the UNIVERSITY and the COUNTY.

24               **2.4** Provide to COUNTY a copy of the performance objectives for the clinical  
25               experience annually, and assurance that the participating students are theoretically  
26               prepared to meet those objectives.

27               **2.5** Require participating students to wear appropriate dress when at the COUNTY.

28               **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

1 responsible for damages caused by the negligence of its officers, agents and  
2 employees occurring in the performance of this agreement. It is the intention of  
3 the UNIVERSITY and COUNTY that the provision of this paragraph be  
4 interpreted to impose on each party responsibility for the negligence of their  
5 respective officers, agents and employees.

6 **2.7** No later than two weeks before the beginning of activities covered by this  
7 Agreement provide the following information for each student/instructor covered  
8 by this Agreement:

9 **2.7.1** Student's/instructor's name.

10 **2.7.2** A brief introduction to the student/instructor.

11 **2.7.3** Written evidence of the student's/instructor's health status-

12 **2.7.3.1** An annual physical examination by a physician (if working in  
13 Family Care Center clinic).

14 **2.7.3.2** Tuberculin (Mantoux) PPD skin test within the previous  
15 three (3) months. If the student or instructor has a history  
16 of a positive PPD, a written report of a Chest X-Ray (CXR)  
17 performed within the last three (3) months must be submitted.

18 **2.7.3.3** Current immunizations for: rubella, rubeola, mumps,  
19 varicella, Hepatitis B, diphtheria, tetanus and trivalent  
20 polio.

21 **2.7.3.4** Rubella—all students/instructors must provide:

22 **2.7.3.4.1** evidence of prior rubella vaccine OR

23 **2.7.3.4.2** positive laboratory test for rubella antibodies OR

24 **2.7.3.4.3** documentation of a physician diagnosis of rubella OR

25 **2.7.3.4.4.** Receive the necessary doses of rubella-containing  
26 vaccine (MMR) to meet the requirement of having  
27 received two doses of rubella vaccine (minimum of  
28 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

1                   **2.7.3.5.2** evidence of prior receipt of two doses of measles  
2                   vaccine (minimum of twenty-eight days apart) OR

3                   **2.7.3.5.3** documentation of a physician diagnosis of measles  
4                   (rubeola) OR

5                   **2.7.3.5.4** receive the necessary doses of measles-containing  
6                   vaccine (MMR) to meet the requirement of having  
7                   received two doses of measles vaccine (minimum of  
8                   twenty-eight days apart).

9                   **2.7.3.5.5** Other requirements as currently required by the Public  
10                  Health Officer.

11                  **2.8** UNIVERSITY hereby insures that participating students have met all  
12                  departmental regulations for admission and have been informed of all COUNTY  
13                  requirements.

14                  **2.9** UNIVERSITY shall provide all equipment and supplies needed for clinical  
15                  instruction at the COUNTY. The student's name/identification badge shall be  
16                  provided by the UNIVERSITY.

17                  **3.     INSURANCE.**

18                  **3.1** Warrant that certificates satisfactory to the COUNTY Risk Manager evidencing  
19                  the maintenance of the following required relevant insurance coverage shall be  
20                  filed with COUNTY Contracts Administration prior to performance of any of the  
21                  terms of this Agreement:

22                  **3.1.1** General Liability coverage with a limit of one million dollars (\$1,000,000)  
23                  per occurrence and aggregate of three million dollars (\$3,000,000).

24                  **3.1.2** Worker's Compensation coverage covering UNIVERSITY'S full liability  
25                  is provided for instructors assigned by the UNIVERSITY to participate in  
26                  this agreement.

27                  **3.1.3** Student Accident Policy is provided to assigned students.

28                  **3.1.4** Further, said certificate(s) and policies of insurance shall contain the  
                    covenant of the insurance carrier(s) that, thirty (30) days written notice



1 shall be given to COUNTY prior to any modification, cancellations,  
2 expiration or reduction in coverage of such insurance. In the event of any  
3 such modification, expiration or reduction in coverage and on the effective  
4 date thereof, this Agreement shall terminate forthwith, unless COUNTY  
5 receives prior to such effective date, another properly executed original  
6 certificate of insurance and original copies of endorsements or certified  
7 original policies including all endorsements and attachments thereto  
8 evidencing coverage's set forth herein and the insurance required herein is  
9 in full force and effect. The original endorsements for each policy and the  
10 certificate of insurance shall be signed by an individual authorized by the  
11 insurance carrier to do so, on its behalf.

#### 12 **4. RESPONSIBILITIES OF COUNTY.**

13 COUNTY shall:

- 14 **4.1** Designate a Coordinator of Clinical Education who will be responsible for  
15 planning and implementation of the clinical education experience. The  
16 aforementioned individual shall meet the criteria established by the State's  
17 legislative and regulatory agency and the appropriate licensing associations for  
18 the supervision of students in the clinical education setting.
- 19 **4.2** Provide the Coordinator of Education or Instructor with time to plan and  
20 implement the clinical education experience including, when feasible, time to  
21 attend relevant meetings and conference.
- 22 **4.3** Provide to each student specific clinical experience opportunities/projects  
23 consistent with the program objectives. COUNTY shall provide for observation,  
24 participation, and independent activity in the COUNTY program and will assist in  
25 obtaining this in related voluntary agencies where possible.
- 26 **4.4** To structure the clinical experience as needed to meet the objectives of the  
27 clinical education experience and professional preparation of students, subject to  
28 and within the constraints of physical environment, patient load and/or experience  
available.

- 1       **4.5**    Advise the UNIVERSITY of any, change in personnel, operation, or policies  
2            which may affect the clinical education experience.
- 3       **4.6**    Provide assigned students, whenever possible the use of the library resources,  
4            reference materials and other specialized learning experience.
- 5       **4.7**    Make available/provide students with copies of the Department's rules and  
6            regulations, policies and procedures with which the student is expected to comply.
- 7       **4.8**    Upon reasonable request, permit the UNIVERSITY and/or appropriate agencies  
8            charged with the responsibility of accrediting or approving the training program  
9            to inspect the clinical facilities, services available for clinical experience, student  
10          records and other materials pertaining to the clinical training.
- 11       **4.9**    Evaluate the performance of student on a regular basis using the evaluation form  
12          provided by the UNIVERSITY and notify the UNIVERSITY of any Serious  
13          Deficits Note in student's abilities; and forward the written evaluation upon  
14          completion to the UNIVERSITY.

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

19       **6.        HOLD HARMLESS.**

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

1 claim, damage or action whatsoever, based or asserted upon any act or omission  
2 of COUNTY, its agencies, districts and departments, their respective officers,  
3 elected and appointed officials, employees, agents and representatives arising out  
4 of or in any way relating to this Agreement, including but not limited to property  
5 damage, bodily injury, or death.

6 **7. TERMINATION.** This Agreement shall be effective from January 1, 2016 through June  
7 30, 2020. Either party shall have the right to terminate this Agreement upon three months'  
8 written notice to the other party provided, however, that said termination may occur only at the  
9 end of an academic quarter in which students are registered. The party desiring termination shall  
10 arrange for a conference with the other participating party.

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

16 **9. ENTIRE AGREEMENT.** This Agreement is intended by the parties hereto as a final  
17 expression of their understanding with respect to the subject matter hereof and as a complete and  
18 exclusive statement of the terms and conditions thereof, and supersedes any and all prior and  
19 contemporaneous Agreement and understandings, oral or written, in connection therewith. The  
20 Agreement may be changed or modified only upon the written consent of the parties hereto.  
21

22 **10. LICENSE.** UNIVERSITY verifies upon acceptance of the terms of this Agreement  
23 execution thereof, possession of any current and valid licenses required for compliance with any  
24 local, State and Federal laws and regulations pertaining to the intent and scope of services of this  
25 Agreement.  
26  
27  
28

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

3 **COUNTY:**

4 County of Riverside Public Health  
5 Procurement and Logistics  
6 4065 County Circle Drive, Suite # 403  
7 Riverside, California 92503  
8 Attn: Contracts Unit

9  
10 **UNIVERSITY:**

11 Claremont Graduate University School of Community and Global Health  
12 180 East Via Verde Street, Suite 100  
13 San Dimas, CA 91773

14  
15 or to such other address (es) as the Parties may hereafter designate.  
16

17 [Signature on Cover Page]  
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**ATTACHMENT A**

1  
2 The following UNIVERSITY'S program(s)/school(s) are participating in the student affiliation  
3 internship/residency program as set forth in this Agreement:  
4

5 **1. Public Health Programs**

6 Not to limited to

- 7 • Health Administration  
8 • Epidemiology  
9 • Biostatistics  
10 • Health Promotion  
11 • Evaluation  
12 • Grant Writing  
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