

FORM APPROVED COUNTY COUNSEL
 BY: *Anita C. Willis*
 ANITA C. WILLIS
 DATE: 6-9-16

Departmental Concurrence

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

106



SUBMITTAL DATE:

FROM: Riverside University Health System-Public Health

SUBJECT: Approve the multi-year agreement between Loma Linda Inland Empire Consortium for Healthcare Education and Riverside County Department Public Health for the performance period of July 1, 2016- June 30, 2021. District: All [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the multi-year agreement between Loma Linda Inland Empire Consortium for Healthcare Education and Riverside County Department of Public Health for the performance period of July 1, 2016-June 30, 2021, and
2. Authorize the Chairperson of the Board of Supervisors to sign said agreement on behalf of the County, and
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, Director
 RUHS - 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 checked="" type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment: No
 For Fiscal Year: 16/17 – 20/21

C.E.O. RECOMMENDATION: APPROVE
 BY: *Christopher M. Hans*
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: July 12, 2016
 xc: Public Health

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

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

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

3-37

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve the multi-year agreement between Loma Linda Inland Empire Consortium for Healthcare Education and Riverside County Department Public Health for the performance period of July 1, 2016- June 30, 2021. District: All [\$0]

DATE:

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

In coordination with Riverside County Department of Public Health, this agreement provides for the assignment of students enrolled in Loma Linda University's Inland Empire Consortium for Healthcare Education program. The students provide the County with valuable assistance at no cost. In addition, the students gain much needed field work experience and training. The assigned students provide an excellent source of recruitment.

Loma Linda University desires to establish a contract with the Riverside County 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
DEPARTMENT OF PUBLIC HEALTH

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION Community Outreach		CONTRACT NO. 16-083	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 4200102000	PROJECT-GRANT -----	PROGRAM -----
CLASS/LOCATION 6572-33200		CONTRACT AMOUNT \$-0-	
PERIOD OF PERFORMANCE:		July 1, 2016 through June 30, 2021	
COUNTY CONTACT: Julisa Alvizo-Silva Community Outreach Manager Ph: (951) 358-5255 Email: JAlvizo@rivcocha.org		CONTRACTOR REPRESENTATIVE: Marilyn Houghton Ph: (909) 558-6131 Email: MHoughton@llu.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, hereinafter referred to as ("COUNTY"), and Loma Linda Inland Empire Consortium for Healthcare Education, hereinafter referred to as ("CONSORTIUM").

WITNESSETH:

WHEREAS, the CONSORTIUM 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.

CONSORTIUM

By
DANIEL GIANG
 Print Name
 Date 5/16/16

COUNTY

By
John J. Benoit, Chairman, Board of Supervisors
 Print Name
 Date JUL 12 2016
 ATTEST: Kecia Harper-Ihem
 By

FORM APPROVED COUNTY COUNSEL
 BY: DATE

JUL 12 2016 3-37

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

19 **1.4 HIPAA REGULATIONS:** The CONSORTIUM hereby verifies knowledge of
20 HIPAA standards and codes relating thereto as they apply to patient care, the
21 CONSORTIUM, and CONSORTIUM 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 CONSORTIUM 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
CONSORTIUM.

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 CONSORTIUM'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 CONSORTIUM 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 CONSORTIUM 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 CONSORTIUM 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 CONSORTIUM for Performance under this
21 Agreement shall be subject to the approval by COUNTY. The CONSORTIUM
22 will allow adequate time for orientation of new faculty to the COUNTY. Faculty
23 salary shall be paid by the CONSORTIUM.

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 CONSORTIUM 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 CONSORTIUM 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 CONSORTIUM.**

15 The CONSORTIUM 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 CONSORTIUM 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 CONSORTIUM 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
responsible for damages caused by the negligence of its officers, agents and

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

5 **2.7** No later than two weeks before the beginning of activities covered by this
6 Agreement provide the following information for each student/instructor covered
7 by this Agreement:

8 **2.7.1** Student's/instructor's name.

9 **2.7.2** A brief introduction to the student/instructor.

10 **2.7.3** Written evidence of the student's/instructor's health status:

11 **2.7.3.1** An annual physical examination by a physician (if working in
12 Family Care Center clinic).

13 **2.7.3.2** Tuberculin (Mantoux) PPD skin test within the previous
14 three (3) months. If the student or instructor has a history
15 of a positive PPD, a written report of a Chest X-Ray (CXR)
16 performed within the last three (3) months must be submitted.

17 **2.7.3.3** Current immunizations for: rubella, rubeola, mumps,
18 varicella, Hepatitis B, diphtheria, tetanus and trivalent
19 polio.

20 **2.7.3.4** Rubella—all students/instructors must provide:

21 **2.7.3.4.1** evidence of prior rubella vaccine OR

22 **2.7.3.4.2** positive laboratory test for rubella antibodies OR

23 **2.7.3.4.3** documentation of a physician diagnosis of rubella OR

24 **2.7.3.4.4.** Receive the necessary doses of rubella-containing
25 vaccine (MMR) to meet the requirement of having
26 received two doses of rubella vaccine (minimum of
27 twenty-eight days apart).

28 **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** CONSORTIUM 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** CONSORTIUM 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 CONSORTIUM.

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 CONSORTIUM'S full
25 liability is provided for instructors assigned by the CONSORTIUM to
26 participate in 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 CONSORTIUM 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 CONSORTIUM 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 CONSORTIUM and notify the CONSORTIUM of any Serious
13 Deficits Note in student's abilities; and forward the written evaluation upon
14 completion to the CONSORTIUM.

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 CONSORTIUM 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 CONSORTIUM, 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 CONSORTIUM, 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 July 1, 2016 through June 30,
7 2021. Either party shall have the right to terminate this Agreement upon three months' written
8 notice to the other party provided, however, that said termination may occur only at the end of an
9 academic quarter in which students are registered. The party desiring termination shall arrange
10 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
17 **9. ENTIRE AGREEMENT.** This Agreement is intended by the parties hereto as a final
18 expression of their understanding with respect to the subject matter hereof and as a complete and
19 exclusive statement of the terms and conditions thereof, and supersedes any and all prior and
20 contemporaneous Agreement and understandings, oral or written, in connection therewith. The
21 Agreement may be changed or modified only upon the written consent of the parties hereto.

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

COUNTY:

County of Riverside Department of Public Health
Procurement and Logistics
4065 County Circle Drive, Suite # 403
Riverside, California 92503
Attn: Contracts Unit

CONSORTIUM:

Loma Linda Inland Empire Consortium for Healthcare Education
11332 Mountain View, Westerly Bldg., Suite "C"
Loma Linda, CA 92354

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

[Signature on Cover Page]

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ATTACHMENT A

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

- 1. Preventive Medicine

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