

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



ITEM
3.59
(ID # 6598)

MEETING DATE:

Tuesday, August 28, 2018

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH : Ratify and .
Approve Contract No. 18-028 with Loma Linda University for Coordination of
Clinical Rotation Services for the performance period of July 1, 2017 through
June 30, 2022, All Districts [Total Amount: \$125,550 - 100% funded by Loma
Linda University]

RECOMMENDED MOTION: That the Board of Supervisors:

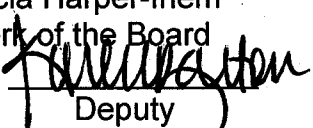
1. Ratify and approve Contract No. 18-028 with Loma Linda University for coordination of
clinical rotation services for the performance period of July 1, 2017 through June 30,
2022 in an amount not to exceed \$25,110 annually, and authorize the Chairman of the
Board to sign the agreement on behalf of the County.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, 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, Perez and Ashley
Nays: None
Absent: None
Date: August 28, 2018
xc: Public Health

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 25,110	\$ 25,110	\$ 125,550	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% funded by Loma Linda University			Budget Adjustment: No	
			For Fiscal Year: 17/18 - 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

For over 30 years, the Riverside University Health System-Public Health has participated in the student internship/clinical rotation program. This agreement between Riverside University Health System - Public Health (RUHS-PH) and Loma Linda University (University) provides for the assignment of students enrolled in the University to County Public Health Programs. 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.

The University is experiencing a shortage of nurse instructors and has requested Riverside University Health System – Public Health to coordinate the students clinical rotation for those students assigned to the Riverside County Public Health Nursing in exchange of monetary compensation. Loma Linda University instructors will continue to provide supervision to those students assigned to County Public Health.

The County shall provide a Public Health Nurse (Program Coordinator) to University’s School of Nursing for all students participating in the County’s internship/clinical rotation. County shall be compensated by the University for the provision of the Public Health Nurse as the County’s Program Coordinator. The maximum number of hours for the coordination service depends on the number of students enrolled.

SUPPLEMENTAL:

Additional Fiscal Information

Based on overhead, Public Health Nurse’s salaries and benefits, the RUHS - PH Fiscal has calculated that the provision of a Program Coordinator cost \$62.00 per hour. Total compensation to County by Loma Linda University shall not exceed \$25,110 annually for the performance period of July 1, 2017 through June 30, 2022.

ATTACHMENTS:

ATTACHMENT A: **CONTRACT NO. 18-028**

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

Melissa Noone
Melissa Noone, Associate Management Analyst 8/20/2018

COUNTY OF RIVERSIDE
RIVERSIDE UNIVERSITY HEALTH SYSTEM - PUBLIC HEALTH

FOR COUNTY USE ONLY



DEPT/BRANCH: RUHS-PH /Public Health Nursing		CONTRACT NO. 18-028	RFP NO. Revenue
FUND: 10000	DEPARTMENT ID: 4200100700	GRANT: 500044	PROGRAM: ----
CLASS/DISTRIBUTION CODE: 6572-33229		CONTRACT AMOUNT: \$125,550	
PERIOD OF PERFORMANCE: July 1, 2017 through June 30, 2022			
COUNTY CONTRACT: Hermia Parks, Director (951) 358-5516		CONTRACTOR REPRESENTATIVE: Kristine Richard Joy Krause (909) 558- 4573 1000 x41017	
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 Riverside University Health System - Public Health, hereinafter referred to as "COUNTY", and Loma Linda University, hereinafter referred to as "UNIVERSITY".

WITNESSETH:

WHEREAS, UNIVERSITY have established 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, Scope of Work consisting of two (2) pages and Exhibit B, consisting of one (1) page, attached hereto and incorporated herein.

UNIVERSITY

Loma Linda University

By

Richard Hart

RICHARD HART
Print Name

Date

7/30/18

COUNTY

By

Chuck Washington

CHUCK WASHINGTON
Chairman, Board of Supervisors
Print Name

Date

AUG 28 2018

ATTEST: Kecia Harper-Ihem, Clerk

By

Kellie Washington, Deputy

AUG 28 2018 359

FORM APPROVED COUNTY COUNSEL
BY: *Danielle D. Maland*
DATE: 8/15/18

1. **COUNTY OBLIGATIONS** - COUNTY shall provide all services as outlined and specified in Exhibit A, SCOPE OF WORK, consisting of two (2) page(s), attached hereto and by this reference incorporated herein.
2. **TERM** - The term of this Agreement shall be from July 1, 2017 through June 30, 2022 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 PROVISIONS, not to exceed twenty-five thousand, one hundred ten dollars (25,110) annually.
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; and this Agreement shall be deemed terminated and having no further force and effect.
5. **HOLD HARMLESS/INDEMNIFICATION**.
 - 5.1 UNIVERSITY shall indemnify and hold harmless 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 resulting from the negligent acts, errors, or omissions 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

1 County of Riverside, its Agencies, Districts, Special Districts and Departments, their
2 respective directors, officers, Board of Supervisors, elected and appointed officials,
3 employees, agents and representatives in any claim or action based upon such alleged
4 acts or omissions.

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

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

25 **5.4** With respect to any action or claim subject to indemnification herein by
26 COUNTY, COUNTY shall, at their sole cost, have the right to use counsel of their own
27 choice and shall have the right to adjust, settle, or compromise any such action or claim
28 without the prior consent of UNIVERSITY; provided, however, that any such

1 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
2 COUNTY'S indemnification to UNIVERSITY as set forth herein.

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

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

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

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

16 **6.1** Worker's Compensation:

17 The COUNTY shall maintain Worker's Compensation Insurance (Coverage A) as
18 prescribed by the laws of the State of California. Policy shall include Employer's
19 Liability (Coverage B) including Occupational Disease with limits not less than
20 \$1,000,000 per person per accident.

21 **6.2** Commercial General Liability:

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

28 **6.3** Vehicle Liability:

1 If COUNTY'S vehicles or mobile equipment are used in the performance of the
2 obligations under this Agreement, then COUNTY shall maintain liability insurance for all
3 owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per
4 occurrence combined single limit.

5 **6.4 General Insurance Provisions- All lines:**

6 **6.4.1** It is understood and agreed to by the parties hereto and the insurance
7 company(s), that the Certificate(s) of Insurance and policies shall so
8 covenant and shall be construed as primary insurance, and the
9 UNIVERSITY'S insurance and/or deductibles and/or self-insured
10 retention's or self-insured programs shall not be construed as contributory.

11 **6.4.2** COUNTY shall pass down the insurance obligations contained herein to all
12 tiers of subcontractors working under this Agreement.

13 **6.4.3** The insurance requirements contained in this Agreement may be met by
14 COUNTY with a program of self-insurance.

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

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

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

25 **10. SEVERABILITY**- If any provision in this Agreement is held by a court of competent
26 jurisdiction to be invalid, void or unenforceable, the remaining provisions will
27 nevertheless continue in full force without being impaired or invalidated in any way.
28

1 **11. JURISDICTION, VENUE, ATTORNEY FEES** This Agreement shall be governed
 2 by, and construed in accordance with, the laws of the State of California. Parties agree
 3 and consent to the exclusive jurisdiction of the courts of the State of California for all
 4 purposes regarding this Agreement and further agree and consent that venue of any action
 5 brought hereunder shall be exclusively in the County of Riverside, California.

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

9 **COUNTY:**

10 County of Riverside, Department of Public Health
 11 Procurement and Logistics
 12 4065 County Circle Drive
 13 Riverside, CA 92503

14 **UNIVERSITY:**

15 Loma Linda University
 16 School of Allied Health Profession
 17 Loma Linda, CA 92350

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

EXHIBIT B

PAYMENT PROVISIONS

1. Compensation.

1.1 UNIVERSITY shall compensate COUNTY for the provision of a PROGRAM COORDINATOR or adjunct instructor at a rate of sixty-two dollars (\$62.00) per hour. The Program coordinator or adjunct instructor remains an employee of the COUNTY and not the UNIVERSITY; the COUNTY is responsible for all employee obligations and activities of the Program Coordinator or adjunct instructor. UNIVERSITY shall pay and COUNTY shall receive compensation not to exceed twenty-five thousand, one hundred ten dollars (\$25,110) annually.

1.2 The total amount of this contract shall not exceed one hundred twenty- five thousand five hundred fifty dollars (\$125,550) including travel and all other expenses.

Compensation as follows;

- FY 17/18 — \$25,110
- FY 18/19 — \$25,110
- FY 19/20 — \$25,110
- FY 20/21 — \$25,110
- FY 21/22 — \$25,110

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