

CLINICAL EDUCATION AFFILIATION AGREEMENT/ NURSING STUDENT EDUCATION AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of October, 2023, by and between **SONOMA STATE UNIVERSITY** (hereinafter referred to as “**UNIVERSITY**”), and **MENDOCINO COUNTY PUBLIC HEALTH** located in California (hereinafter referred to as “**AGENCY**”).

The parties agree as follows:

I. GENERAL INFORMATION

- a. AGENCY owns and operates a general acute care facility and/or skilled nursing clinic as well as various outpatient clinics.
- b. UNIVERSITY operates fully accredited undergraduate and graduate nursing programs.
- c. The parties will both benefit by making a clinical training program (“Program”) available to UNIVERSITY students at AGENCY.
- d. The starting date and length of each Program training period shall be determined by mutual agreement.
- e. The maximum number of students who may participate in the Program during any specified term shall be mutually agreed upon by AGENCY and UNIVERSITY at least thirty (30) days prior to beginning of any such term.

II. UNIVERSITY RESPONSIBILITIES

- a. Student Profiles. UNIVERSITY shall supply the AGENCY with a student profile, which shall include the student's name, address and telephone number prior to the beginning date of each student's participation at the Facility. The AGENCY shall regard this information as confidential and shall use this information only as a source of identification for student.
- b. Program Coordinator. UNIVERSITY shall designate a faculty member to collaborate with a designee of the AGENCY in the planning, implementing and coordination the Program. This person will be responsible for ongoing communication between the UNIVERSITY and AGENCY relating to changes or issues involving staff, curriculum, new programs and policies and/or procedures. Mutual periodic evaluation of the clinical experiences will be performed by this person.
- c. Faculty. UNIVERSITY shall provide instructor(s) who shall supervise all instruction and clinical experience for the program except for particular course(s) that use clinical preceptors. UNIVERSITY instructors shall attend an orientation provided by Agency, and shall provide a similar orientation to students at the beginning of their enrollment in the Program.
- d. Clinical Preceptors. AGENCY shall provide qualified nursing staff to provide appropriate supervision in course(s) requiring a clinical preceptor(s) but UNIVERSITY will provide a faculty who will plan, coordinate, provide oversight supervision, and be responsible for grading and implementing the program's courses.

- e. Records. UNIVERSITY shall maintain all personnel records for its staff and all academic records for its students.

- f. Student Responsibilities. UNIVERSITY shall notify students that they are responsible for:
 - 1. Complying with AGENCY's clinical and administrative policies, procedures, rules and regulations;
 - 2. Arranging their own transportation and living arrangements if not provided by UNIVERSITY;
 - 3. Assuming responsibility, for their personal illness, necessary immunizations, tuberculin test, and annual health examinations;
 - 4. Maintaining the confidentiality of patient information:
 - 4.1 No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience;
 - 4.2 Neither UNIVERSITY nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by Agency that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations;
 - 4.3 AGENCY shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with UNIVERSITY, its employees, or agents
 - 5. Complying with AGENCY'S dress code and wearing name badges identifying themselves as students;
 - 6. Attending an orientation to be provided by their UNIVERSITY instructor(s);
 - 7. Notifying Agency immediately of any violation of state or federal laws by any student; and;
 - 8. Providing services to AGENCY'S patients only under the direct supervision of AGENCY'S professional staff.

- g. Payroll Taxes and Withholdings. UNIVERSITY shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for UNIVERSITY'S employees and agents, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the UNIVERSITY and shall receive no compensation for their participation in the Program, either from UNIVERSITY or AGENCY. For purposes of this agreement, however, students are trainees and shall be considered members of AGENCY'S "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

UNIVERSITY shall bear all costs associated with providing workers' compensation coverage for student trainees.

III. AGENCY RESPONSIBILITIES

- a. Clinical Experience. AGENCY shall accept from UNIVERSITY the mutually agreed upon number of students enrolled in the Program and shall provide the students with an instructor-supervised clinical experience.
- b. AGENCY Designee. AGENCY shall designate a member of its staff to collaborate with UNIVERSITY'S designee in planning, implementing and coordinating the Program.
- c. Orientation Program for UNIVERSITY Instructors. AGENCY shall provide an orientation for UNIVERSITY instructors who will oversee students in the Program, and shall include all information and materials that UNIVERSITY instructors are to provide during the student orientation.
- d. Access to Facilities. AGENCY shall permit students enrolled in the Program supervised access to AGENCY facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with the AGENCY activities.
- e. Withdrawal of Students. AGENCY may request that UNIVERSITY withdraw from the program any student who the AGENCY determines is not performing satisfactorily, refuses to follow the AGENCY's administrative policies, procedures, rules and regulations or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for AGENCY's request. UNIVERSITY shall comply with the written request within five (5) days after actually receiving it.
- f. Emergency Health Care/First Aid. AGENCY shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, AGENCY shall have no obligation to furnish medical or surgical care to any student.
- g. Student Supervision. AGENCY shall permit students to perform services for patients only when under the supervision of a licensed Registered Nurse on AGENCY'S staff and/or a licensed Registered Nurse Faculty member employed by the UNIVERSITY. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their Faculty and/or AGENCY-designated supervisors. Students are to be regarded as trainees, not employees, and are not to replace AGENCY's staff.
- h. AGENCY Confidentiality Policies. As trainees, students shall be considered members of AGENCY's workforce, as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to AGENCY's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, AGENCY shall provide students with substantially the same equivalent training and orientation that it provides to its regular employees.
- i. Adequate Staffing for Safe Patient Care: AGENCY shall provide staff that is adequate in number and quality to ensure safe and continuous health care services to patients that is accordance with mandated standards.

IV. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

V. STATUS OF UNIVERSITY AND AGENCY

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either AGENCY or UNIVERSITY for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of AGENCY's "workforce" for purposes of HIPAA compliance.

VI. INSURANCE

- a. UNIVERSITY Insurance. UNIVERSITY shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by UNIVERSITY's employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The UNIVERSITY shall maintain and provide evidence of workers' compensation and disability coverage as required by law. UNIVERSITY shall provide AGENCY with evidence of the insurance coverage required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to Agency. UNIVERSITY shall promptly notify AGENCY of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
- b. STUDENT Insurance. UNIVERSITY shall procure and maintain in force during the term of this Agreement, at its sole costs and expenses, Student Professional Liability insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents cause by UNIVERSITY's students. Coverage under such student professional liability insurance shall not be less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. UNIVERSITY shall provide AGENCY with evidence of the insurance coverage required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to Agency. UNIVERSITY shall promptly notify AGENCY of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
- c. AGENCY Insurance. AGENCY shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. AGENCY shall also maintain and provide evidence of workers' compensation and disability coverage for each employee as required by law. AGENCY shall provide

UNIVERSITY with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to Agency. AGENCY shall promptly notify UNIVERSITY of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VII. INDEMNIFICATION

- a. UNIVERSITY agrees to indemnify, defend and hold harmless AGENCY and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature arising out of or resulting from the UNIVERSITY's sole negligence, or in proportion to the UNIVERSITY's comparative fault.
- b. AGENCY agrees to indemnify, defend and hold harmless UNIVERSITY and its affiliates, directors, trustees, officers, agents and employees against all claims, demands, damages, costs, expense of whatever nature arising out of or resulting from AGENCY's sole negligence, or in proportion to the AGENCY's comparative fault.

VIII. TERM AND TERMINATION

- a. Term. This agreement shall be in effect for an initial period of five (5) years beginning upon date of agreement, and may be extended on an annual basis thereafter, upon mutual consent of the parties in writing.
- b. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination shall take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

IX. GENERAL PROVISIONS

- a. Amendments. **In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section II, paragraph f, subdivision 4.1), and 4.2); Section II, paragraph g, to the extent it provides that students are members of Agency's workforce for purposes of HIPAA; Section III, paragraphs g and h; and Section V.** This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing should any provision of this Agreement be in conflict with a governing State or Federal law, it shall be reduced to writing and signed by the parties.
- b. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignments in violation of this Section shall be voided.
- c. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

- d. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- e. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- f. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- g. AGENCY is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". AGENCY is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. AGENCY, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, AGENCY will take steps to comply with the modified, changed or updated guidelines or directives. If at any time AGENCY becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify UNIVERSITY of that fact.
- h. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

TO UNIVERSITY:

Attn: Krista Altaker Ph.D., MSN, RN
Associate Professor and Chair
Department of Nursing
Sonoma State University
1801 E. Cotati Avenue
Nichols Hall, Room 262A
Rohnert Park, CA 94928
Phone: 707-664-2654
Email: krista.altaker@sonoma.edu

Attn: Trudee Herman
Contract Specialist
Sonoma State University
1801 E. Cotati Avenue
Salazar Hall, Financial Services
Rohnert Park, CA 94928
Phone: 707-664-3239
Fax: 707-664-4183
Email: trudee.herman@sonoma.edu

TO AGENCY:

Attn: Name: Jenine Miller, Psy.D.
Title: Interim Public Health Director
Address: 1120 S. Dora St.
City, State, Zip: Ukiah, CA 95482
Phone: (707) 472-2341
Fax: N/A
Email: millerje@mendocinocounty.gov


X. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

UNIVERSITY

AGENCY

By: Trudee Herman
Trudee Herman (Oct 25, 2023 13:17 PDT)
Trudee Herman
Contract Specialist

By: 
Jenine Miller, Psy.D.
Interim Public Health Director

Date: Oct 25, 2023

Date: Oct 27, 2023

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
DEPARTMENT HEAD

Date: Oct 27, 2023

Budgeted: N/A
Grant: No
Grant No.: N/A

CONTRACTOR/COMPANY NAME

By: Trudee Herman
Trudee Herman (Oct 25, 2023 13:17 PDT)
Trudee Herman, Contract Specialist

Date: Oct 25, 2023

NAME AND ADDRESS OF CONTRACTOR:

Sonoma State University
1801 E. Cotati Avenue
Rohnert Park, CA 94928
707-664-3239
trudee.herman@sonoma.edu

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY OF MENDOCINO

By: [Signature]
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 12/05/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 12/05/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 12/05/2023

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

Date: 09/18/2023

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 09/18/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 09/18/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed 'N/A'
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: Located outside Mendocino County










Sonoma State University, \$0, 23-28, PH - For Signatures

Final Audit Report

2023-10-27

Created:	2023-10-25
By:	Kirsty Bates (batesk@mendocinocounty.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6kNxLbjv0t3V7m0SUoR-MuDJQI0GXsvL

"Sonoma State University, \$0, 23-28, PH - For Signatures" History

-  Document created by Kirsty Bates (batesk@mendocinocounty.org)
2023-10-25 - 7:33:53 PM GMT
-  Document emailed to trudee.herman@sonoma.edu for signature
2023-10-25 - 7:35:30 PM GMT
-  Email viewed by trudee.herman@sonoma.edu
2023-10-25 - 8:14:56 PM GMT
-  Signer trudee.herman@sonoma.edu entered name at signing as Trudee Herman
2023-10-25 - 8:16:58 PM GMT
-  Document e-signed by Trudee Herman (trudee.herman@sonoma.edu)
Signature Date: 2023-10-25 - 8:17:00 PM GMT - Time Source: server
-  Document emailed to Jenine Miller (millerje@mendocinocounty.org) for signature
2023-10-25 - 8:17:02 PM GMT
-  Email viewed by Jenine Miller (millerje@mendocinocounty.org)
2023-10-25 - 8:18:01 PM GMT
-  Document e-signed by Jenine Miller (millerje@mendocinocounty.org)
Signature Date: 2023-10-27 - 11:38:10 PM GMT - Time Source: server
-  Agreement completed.
2023-10-27 - 11:38:10 PM GMT