AGREEMENT BY AND BETWEEN
THE COUNTY OF SANTA CLARA AND
UNIVERSITY OF SAN FRANCISCO, SCHOOL OF BUSINESS AND PROFESSIONAL
STUDIES DEPARTMENT
FOR A CLINICAL TRAINING PROGRAM

This is an agreement by and between the County of Santa Clara ("County") and University of San Francisco, a California non-profit corporation, through its School of Business and Professional Studies Department ("Institution") for a clinical training program for Institution's MPA Program students ("Agreement").

RECITALS

WHEREAS, the Institution has need of off-site placements for the clinical training of students in its MPA ("Students"); and

WHEREAS, the facilities and the programs at the County's Department of Public Health could provide an excellent clinical training opportunity for the Institution's Students; and

WHEREAS, the County believes that providing such a clinical training opportunity to the Institution's Students would also provide a public service.

NOW, THEREFORE, in consideration of the mutual promises to each other, the parties agree as follows:

1. **Clinical Training Duties and Responsibilities**

   a. The duties and responsibilities of the County and the Institution with respect to the training program are more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference.

   b. The number of Students to be placed will be mutually agreed upon by the Institution and the County. It is further understood that the County has the discretion to terminate any Student from the training program, should such termination be deemed in the County's best interests.

2. **Term**

   This Agreement commences on the date that it is fully executed and has a term of five (5) years. It is understood, however, that either party has the right to terminate this Agreement as of a date certain by written notice delivered not less than thirty (30) days prior to such date.
3. **INDEMNIFICATION AND INSURANCE**

Exhibit B-3 CFA, Insurance Requirements for Clinical Affiliation Agreements, is attached and incorporated into this agreement.

4. **CONFIDENTIAL INFORMATION**

It is understood that all patient information collected and maintained for the purpose of diagnosis or treatment is confidential. County employee information, financial information and proprietary information is also confidential. Confidential information must not be disclosed to any person or entity without the prior written consent of County. Institution must ensure that Students abide by the terms of the Confidentiality of Patient Information form and policy which is attached hereto as Exhibit B and incorporated herein by reference. Institution must provide original forms executed by each student admitted to the clinical training program, prior to the commencement of each student's experience on the County campus.

5. **WAIVER**

The failure of County to insist upon the strict performance of any of the terms, covenants and conditions of this Agreement are not deemed a waiver of any right or remedy that County may have, and are not deemed a waiver of its right to require strict performance of all of the terms, covenants and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants and conditions.

6. **STATUS OF PARTIES**

This is an Agreement by and between independent contractors and may not be construed to create an employment, agency, partnership, joint venture or association relationship. Neither Institution nor its Students are considered County employees and neither are entitled to any of the benefits enjoyed by County employees, including, but not limited to, salary, vacation pay, sick pay, or retirement, social security or workers' compensation.

7. **ASSIGNMENT**

This Agreement may not be assigned, in whole or in part, without the prior written consent of County.

8. **OBEY ALL LAWS**

Throughout the term of this Agreement, Institution and its Students must obey all applicable rules, regulations, laws, statutes and ordinances, whether local, state or federal, including, but not limited to, applicable laws prohibiting discrimination based on race, color, ancestry, creed, sex/gender, sexual orientation, religion, national origin, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status or age and the Health Care Portability and Accountability Act of 1996 ("HIPAA") (42 USC 1320d et seq.). The parties must execute any amendments necessary to implement such laws.

9. **NOTICE**

Any notice required to be given by either party, or which either party may wish to give,
must be in writing and served either by personal delivery or sent by certified or registered
mail, postage prepaid, addressed as set forth below or to such other place the parties
designate pursuant to this paragraph.

To Institution:  
Larry Brewster  
Program Director  
USF School of Business and Professional Studies  
2130 Fulton Street  
San Francisco, Ca 94117  
email krlottes@usfca.edu

To County:  
Rocio Luna  
Director, Public Health Planning and Preparedness  
976 Lenzen Ave., 2nd Floor  
San Jose, CA 95126  
Phone: (408)792-5040  
Fax: (408) 792-5041

May be contacted by telephone or facsimile for non-notice business purposes as follows:  
Phone: (415) 422.2063  
Fax: (415) 422.2502

10. CONTROLLING LAW  
This Agreement is governed and construed in accordance with the laws of the State of California. The parties agree that venue will be the County of Santa Clara for all purposes.

11. ENTIRE AGREEMENT  
This Agreement, along with any exhibits and attachments, constitutes the entire agreement by and between the parties relative to the clinical training program. Any prior or contemporaneous oral or written agreements by and between the parties or their agents or representatives relative to the clinical training program are hereby revoked and extinguished by this Agreement.

12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT WORKFORCE DESIGNATION

Both parties agree that Students, instructors or agents of Institution who are involved in clinical training program under this Agreement will be designated as members of the County’s workforce for the purpose of meeting privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Institution will train these members of the workforce on Santa Clara Valley Health and Hospital System (SCVHHS) policies and procedures with respect to the confidentiality and use or disclosure of protected health information of patients as necessary and appropriate for the members of the workforce to carry out their functions while at SCVHHS. The County will provide Institution with the appropriate SCVHHS policies and procedures, which are subject to change from time to time. The County reserves the right to take appropriate action for violation of its policies; such action may include the immediate termination of any Student, instructor or agent of Institution who violates SCVHHS policies.
13. **AUTHORITY TO EXECUTE**
   Each party hereby represents and warrants that the person executing this Agreement on their behalf is duly authorized to sign this Agreement and bind the party.

INTENDING TO BE BOUND hereby the parties’ authorized representatives execute this agreement.

County of Santa Clara, “County”

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<tr>
<th>Dan Peddycord, RN, MPA/HA</th>
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<td>Director, Public Health Department</td>
<td>7/17/10</td>
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University of San Francisco, School of Nursing, “Institution”

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<tr>
<th>Larry Brewster</th>
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<td>Program Director</td>
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Approved:

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<th>Emily Harrison</th>
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<td>Deputy County Executive</td>
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<th>Gerardo Marin, PhD</th>
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<td>Associate Provost, Academic Affairs</td>
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Approved as to form and legality:

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<th>Jennifer Sprinkles</th>
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<td>Deputy County Counsel</td>
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**Exhibits**

- Exhibit A: Responsibilities of County and Institution
- Exhibit B: Confidentiality of Patient Information
- Exhibit B-3 CFA: Insurance Requirements for Clinical Affiliation Agreements
EXHIBIT A
RESPONSIBILITIES OF COUNTY AND INSTITUTION

I. County shall:

A. Provide clinical training opportunity for Institution’s Students.

B. Retain full responsibility for the care of patients and maintain supervision of Students insofar as their presence affects the operation of the County.

C. Retain the right, in its sole discretion, to exclude any individual at any time from the clinical area if for any reason County determines such exclusion is in the best interest of County and/or the patients under the County’s care.

D. Select County staff members to serve as clinical preceptors.

II. Institution shall:

A. Designate qualified Students to be offered clinical training at Santa Clara Valley Health and Hospital Systems (SCV-HHS), Public Health Department.

B. Design and formulate the clinical training plan.

C. Designate a faculty member to work in collaboration with County to coordinate and implement the clinical training provided to Students.

D. Define the methodology for evaluating Student performance while participating in the clinical training, develop the evaluation tool to be used, and coordinate the evaluation process for the clinical training program.

E. Maintain responsibility for overseeing Students’ performance during their clinical training.

F. Maintain all Student attendance and academic records.

G. Require Students to provide County with advance notice of any schedule change.

H. Ensure that each Student has satisfactorily completed classes on infection control and cardiopulmonary resuscitation prior to participating in clinical training program with County. Ensure that Students provide County with evidence of current successful completion of Basic Life Support examination.

I. Certify that within three months before entry into the clinical training program each Student and instructor has successfully passed a health screening and has met the
County communicable disease screening requirements set forth below or as thereafter modified.

1. For persons with history of a negative PPD, two-step PPD test (unless the person has had a PPD test within last three months- then it can be a one-step test) when starting at SCVMC; annual or semianual one-step PPD test thereafter, as indicated by risk assessment.

2. If skin test is positive, chest x-ray (unless x-ray has been done in last three months and is available for review) documented. If chest x-ray is abnormal, clinician clearance must be obtained. Annual or semianual symptom review thereafter, as indicated by risk assessment.

3. Written documentation of rubella (German measles) and mumps titers, vaccine(s) or written physician documentation of past disease. If rubella vaccine is medically contraindicated, documentation by physician on form to be provided by County.

4. Written documentation of: (a) two doses of measles vaccination with live vaccine since 1967, or (b) physician documentation of past disease, or (c) positive measles antibody titer.

5. Persons with a negative measles antibody titer must be vaccinated: (a) with two doses of live vaccine if born after 1957, or (b) with one dose of live vaccine if born before 1957, and have written documentation of one dose of measles vaccine given before 1963 or after 1967, or (c) with two doses of vaccine if born before 1957 and have no documentation of measles vaccination.

6. Written medical documentation of receipt of two doses of varicella (chicken pox) vaccine given four to eight weeks apart. If person has not been vaccinated, varicella titer or written physician documentation of prior disease is required.

7. Written medical documentation of Hepatitis B vaccination or documentation of declination/waiver.

J. Require that Students who have been injured or ill provide a physician’s clearance at County’s request.

K. Ensure that Students maintain the confidentiality of patient and County information.

L. Ensure that Institution’s Students and instructors are informed, knowledgeable and comply with all applicable SCVHHS policies and procedures.

M. Ensure that Institution’s Students obtain a photographic identification badge and wear this badge at all times while participating in the clinical training program.
III. County and Institution shall:

A. Coordinate operational details of the clinical training program, including the clinical training schedule, which shall be agreed upon by County and Institution in advance.
INSURANCE REQUIREMENTS FOR
CLINICAL AFFILIATION AGREEMENTS

Indemnity

The Institution shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, any action or omission by Institution and/or its agents, students, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or sole willful misconduct of the County. The Institution shall further reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation enforcing this provision. This provision shall survive termination of the agreement between the County and Institution.

Insurance

Without limiting the indemnification of either party to this agreement, Institution shall provide and maintain at its own expense, throughout the term of this Agreement, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Institution shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Institution shall not receive a Notice to Proceed under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Institution.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County or their designated agent.

2/2010
D. Insurance Required

1. **Commercial General Liability Insurance** - for bodily injury (including death) and property damage which provides limits as follows:
   a. Each occurrence - $1,000,000
   b. General aggregate - $2,000,000
   c. Personal Injury - $1,000,000

2. **General liability coverage shall include:**
   a. Premises and Operations
   b. Personal Injury liability
   c. Severability of interest

3. **General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:**

   **Additional Insured Endorsement**, which shall read:

   “County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

   Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. **Workers' Compensation and Employer's Liability Insurance**
   a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
   b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.
5. **Professional Errors and Omissions Liability Insurance**

   a. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per occurrence/aggregate.

   b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars ($50,000) per occurrence/event.

   c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

6. **Claims Made Coverage**

   If coverage is written on a claims made basis, the institution will procure and maintain coverage necessary to ensure:

   a. Continued and uninterrupted coverage of all claims, including those made after the Agreement expires.

   b. Policy retroactive date coincides with or precedes the Institution’s start of work (including subsequent policies purchased as renewals or replacements).

E. **Special Provisions**

   The following provisions shall apply to this Agreement:

   1. In the event the Institution’s Students are not included in its above-referenced insurance or funded self-insurance program, said Students will obtain and maintain their own insurance coverage in the same amounts. Institution shall provide evidence of Student’s insurance coverage prior to the Student clinical training experience and upon request during the duration of the Student’s clinical training experience.

   2. If institution’s insurance does not cover Students driving their own automobiles, Institution will require each Student to obtain and maintain automobile liability coverage in an amount equal to or greater than the minimum limits required by the State of California for the duration of the Student’s clinical training experience.

   3. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Institution and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Institution pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
4. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Institution. However, this shall not in any way limit liabilities assumed by the Institution under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity.

5. Should any of the work under this Agreement be sublet, the Institution shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Institution may insure subcontractors under its own policies.