



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
D-10

For the meeting of: October 4, 2016

Date: August 31, 2016
To: Board of Supervisors
From: Connie Beck, Director
Department of Health and Human Services

Subject: Affiliation Agreement by and between University of San Francisco School of Nursing and Health Professions and the County of Humboldt Department of Health and Human Services

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the execution of the Affiliation Agreement by and between University of San Francisco School of Nursing and Health Professions and the County of Humboldt Department of Health and Human Services;
2. Approves and authorizes the DHHS Interim Mental Health Director to sign substantially similar clinical field practicum opportunity agreements with other university nursing and health profession programs after review and approval by County Counsel and Risk Management; and
3. Directs the Clerk of the Board to forward one (1) copy of the executed Board Agenda Item to the DHHS-Contract Unit for forwarding to DHHS Mental Health Administration.

SOURCE OF FUNDING:

Mental Health

Prepared by Diane Goldsmith Harger, MA Administrative Analyst II

CAO Approval

REVIEW:

Auditor County Counsel Sm Human Resources Other _____

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Sundberg Seconded by Supervisor Bass

Ayes Sundberg, Fennell, Lovelace, Bohn, Bass
Nays _____
Abstain _____
Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Oct. 4, 2016
By:
Kathy Hayes, Clerk of the Board

DISCUSSION:

Historically DHHS has had student placement agreements in place with Humboldt State University and College of the Redwoods, which have allowed local students to obtain the practical experience required to complete their degrees in various programs related to mental health, social services and public health. In August 2016 DHHS-Mental Health was requested to provide a clinical practicum opportunity for a student seeking an online Bachelors and Masters Nursing degree from the University of San Francisco (hereafter, "USF") through its School of Nursing and Health Professions. This practicum opportunity satisfies the field experience requirement of the USF degree program. It is beneficial to Humboldt County to contribute to the education of local nursing students because doing so will help diminish the shortage of qualified nurses in Humboldt County. The term of this agreement, August 12, 2016 coincides with the beginning of the current semester at USF and will continue through August 12, 2021.

Therefore, DHHS-Mental Health recommends that the Board approve the execution of the Affiliation Agreement with the USF School of Nursing and Health Professions and DHHS, and approves and authorizes the DHHS Interim Mental Health Director to sign substantially similar clinical practicum opportunity agreements with other university nursing and health profession programs after review and approval by County Counsel and Risk Management.

This agreement comes late before the Board because both parties experienced staff changes after negotiations began. If the agreement is not approved this program cannot begin until the start of a new semester.

FINANCIAL IMPACT:

The recommendation before the Board today has no financial impact on the approved county budget. Existing DHHS-Mental Health staff will provide support to the student using current resources. There is no impact to the county's General Fund.

The Board's approval of the Affiliation Agreement and authorization for the DHHS Interim Mental Health Director to sign substantially similar clinical practicum opportunity agreements with other university nursing and health profession programs after review and approval by County Counsel and Risk Management supports the Board's Strategic Plan by providing for and maintaining infrastructure and supporting business and workforce development.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the attached agreement. However, this is not recommended because this would limit the pool of potentially qualified nurses.

ATTACHMENTS:

1. Affiliation Agreement by and between the University of San Francisco School of Nursing and Health Professions and the Humboldt County Department of Health and Human Services.

**Affiliation Agreement Between
University of San Francisco
And
County of Humboldt**

This Affiliation Agreement is entered into this 4th day of October, 2016 by and between the County of Humboldt, a political subdivision of the State of California, through its Department of Health and Human Services – Mental Health (“DHHS-Mental Health”), hereinafter referred to as “Agency,” and the University of San Francisco, a California nonprofit corporation, through its School of Nursing and Health Professions, hereinafter referred to as “University,” for the purpose of using the Agency for a clinical practicum/internship/preceptorship site for students in nursing and health profession programs from the University. In consideration of the covenants, conditions, and stipulations expressed herein, and in consideration of the mutual benefits to be derived therefrom, the parties agree as follows:

I. University Responsibilities and Understandings

- A. University shall comply with appropriate accrediting agencies’ standards and guidelines.
- B. University shall be responsible for the academic content of the program and shall provide necessary instruction and academic supervision.
- C. University shall be responsible for clear and specific objectives and planned learning activities for the instruction, manuals for students, and appropriate evaluation instruments for student learning.
- D. University shall conduct the practicum/internship in a manner satisfactory to Agency and the time, place and subject matter of all such training shall be subject to Agency approval. Agency personnel may participate in the instruction of students, where University considers such instruction of particular value, and when mutually agreed upon by the parties in writing.
- E. University shall designate the students who will participate in the clinical practicum, internship or preceptorship and who have the requisite maturity and academic background for participation.
- F. University understands, that the Agency may limit the number of students who may be allowed to participate at any one time.
- G. The University shall be responsible for maintaining all attendance and academic records of its students. Upon Agency’s consent, University may delegate to Agency student evaluation activities where appropriate and as long as the University’s primary responsibility for this function is not compromised.
- H. University shall be responsible for arrangement of meetings with appropriate Agency staff in order to clarify the relationship of the specific instructional program, utilization of facility resources, and numbers of students to be assigned and mutually agreed upon scheduling of students at the appropriate hours.
- I. University shall advise each student enrolled in the clinical practicum/internship/preceptorship to complete a student profile, which shall include the student’s name, address, and telephone number. The University shall be responsible for submitting the student profile to the Agency before the practicum/internship period begins. University shall regard this information as confidential and shall use the information only to identify each student.
- J. University and Agency share in the responsibility for the selection and assignment of the student to the practicum/internship experience.
- K. University shall designate a faculty member to coordinate with Agency in planning the practicum/internship.
- L. For Nursing Placements Only: University has an approved and accredited nursing program (the “School of Nursing” or “Nursing Program”) which requires the use of clinical facilities so that its students may obtain clinical nursing experience (the “learning experience”). Agency has suitable clinical facilities for furnishing the learning experience. It is for the mutual benefit of the parties that student(s) in the Nursing Program use Agency facilities for the learning experience.

- M. The learning experience shall be under a preceptorship / internship or clinical faculty whereby the School of Nursing provides the student(s), and Agency provides the facilities.
- N. University and Agency shall coordinate planning of the learning experience.
- O. The University shall coordinate with Agency, and monitor, all instruction University provides to School of Nursing student(s) at Agency. The Associate Dean in the School of Nursing and/or a designated faculty member shall be available for conference or assistance as needed by Agency during the learning experience.
- P. Schedules and student assignments shall be developed so as to enhance the goals of the nursing program and complement the primary mission of Agency. The University and Agency shall perform an annual review to determine the effectiveness of this MOU.
- Q. University shall be responsible for the academic activities of student(s), as well as any necessary disciplinary action, during the learning experience. While at Agency facility, student(s) shall be subject to Agency's rules, regulations, and confidentiality standards.
- R. University and Agency agree not to discriminate in employment, academic programs, or the provision of services on the basis of race, color, religion, ancestry, national origin, age (over 40 years), sex, sexual orientation, marital status, medical condition, disability or any other basis protected by federal, state, or local ordinance or regulation.
- S. Student Responsibilities. University shall notify students in the program that they are responsible for:
 - 1. Complying with Agency's administrative policies, procedures, rules and regulations.
 - 2. Arranging for their own transportation and living arrangements if not provided by the University.
 - 3. Maintaining the confidentiality of patient information.
 - a. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the practicum/internship 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. 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.
 - 5. Complying with Agency dress code and wearing name badges identifying themselves as students.
 - 6. Attending an orientation to be provided by the Agency, as needed.
 - 7. Notifying Agency of any violation of state or federal laws by student.

II. Agency Responsibilities and Understandings

- A. The practicum/internship at Agency to be conducted under this Agreement is a program of the University and not of the Agency.
- B. Agency shall provide appropriate health and safety training to all students on a regular basis, in accordance with prevailing state and federal laws.
- C. Agency shall ensure that students are familiar with and observe all rules, regulations, and policies of the Agency. The Agency shall have the right, after notifying the University, to terminate the participation of any student for failure to abide by its rules, regulations, and policies. Such notifications must be in writing and must include a statement as to the reason or reasons for the Agency's request. The University shall comply with the written request within five (5) days after receipt of the request.

- D. Notwithstanding paragraph II(A), Agency reserves the right without prior notice to limit the use of any of its facility when, in an emergency, the Agency deems such a limitation necessary for the operation of Agency.
- E. Agency shall permit University personnel to participate in the instruction of students on Agency premises when, in the opinion of the Agency, such participation will not interfere with Agency operations.
- F. The Agency is not required to provide monetary compensation to the student during the placement.
- G. The Agency shall regard the student's profile, which shall include the student's name, address, and telephone number (collected by the University) as confidential and shall use the information only to identify each student.
- H. Agency shall designate, after consultation with the School of Nursing, a preceptor for student(s) ("Preceptor"), if necessary for course objectives. Faculty, with input from Preceptor, shall evaluate the performance of student(s) according to guidelines outlined by the School of Nursing.
- I. Agency shall have ultimate responsibility for patient/client care and services, and shall maintain its staff in adequate number and quality so as to ensure the safe, continuous services it provides.
- J. Agency acknowledges that student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that generally student permission must be obtained before releasing specific student data to anyone other than University. University agrees to provide Agency with guidance with regard to compliance with FERPA.

III. California Code of Regulations 1427. Clinical Facilities

- (a) A nursing program shall not utilize any agency or facility for clinical experience without prior approval by the California Board of Registered Nursing. Each program must submit evidence that it has complied with the requirements of subdivisions (b), (c), and (d) of this section and the policies outlined by the California Board of Registered Nursing.
- (b) A program that utilizes an agency or facility for clinical experience shall maintain written objectives for student learning in such facilities, and shall assign students only to facilities that can provide the experience necessary to meet those objectives.
- (c) Each such program shall maintain written agreements with such facilities and such agreements shall include the following:
 - (1) Assurance of the availability and appropriateness of the learning environment in relation to the program's written objectives;
 - (2) Provision for orientation of faculty and students;
 - (3) A specification of the responsibilities and authority of the facility's staff as related to the program and to the educational experience of the students;
 - (4) Assurance that staff is adequate in number and quality to ensure safe and continuous health care services to patients;
 - (5) Provisions for continuing communication between the facility and the program; and
 - (6) A description of the responsibilities of faculty assigned to the facility utilized by the program.
- (d) In selecting a new clinical agency or facility for student placement, the program shall take into consideration the impact that an additional group of students would have on students of other nursing programs already assigned to the agency or facility.

This MOU shall be construed in accordance with the laws of the state of California, and shall be subject to the rules and regulations of the Board of Registered Nursing of California.

IV. Indemnification

Agency shall defend, indemnify and hold the University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Agency, its officers, employees and agents.

The University shall defend, indemnify and hold Agency, its officers, employees, agents, guests or invitees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

University and Agency shall each secure and maintain in full force and effect Professional Liability coverage for students participating in the learning experience at Agency's facilities. Evidence of such coverage shall be furnished upon request by Agency and/or University.

University and Agency agree to defend, indemnify and hold one another, their respective officers, employees, students and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students or agents.

V. Student Relationships

A. Student Employees. Each student employed by Agency ("Student Employees") shall remain a regular employee of Agency, on Agency's payroll, subject to Agency's general personnel administration, and shall continue to receive compensation and benefits solely from Agency. Student Employees shall remain subject to Agency's personnel policies, rules and regulations. Agency shall be responsible for payment of all Student Employee salaries and related benefits, pension, insurance, taxes and withholdings required under Agency's personnel rules, policies and contracts and applicable local, state and federal laws and regulations. Agency shall be responsible for keeping and maintaining the personnel, payroll and other records of Student Employees. Agency, at its sole cost and expense, shall procure and maintain workers' compensation insurance or self-insurance covering each Student Employee, in accordance with the laws of the State of California. Student Employees shall be considered members of Agency's "workforce" for purposes of HIPAA compliance.

B. Student Interns. Each student that is not employed by Agency ("Student Interns") shall not be considered employees of Agency or University as a result of their participation in the learning experience at Agency's facilities; and therefore, will not be provided compensation through Agency's payroll or be eligible to receive employee benefits provided by Agency. Each Student Intern is subject to Agency's general personnel administration, personnel rules, policies and contracts and applicable local, state and federal laws and regulations. Agency, at its sole cost and expense, shall procure and maintain workers' compensation insurance or self-insurance covering each Student Intern, in accordance with the laws of the State of California. Student Interns shall be considered members of Agency's "workforce" for purposes of HIPAA compliance.

VI. 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 assignment in violation of this paragraph shall be void.

VII. Relationship

It is expressly understood that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between University and Agency, but is rather an Agreement by and between independent contractors, these being University and Agency.

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VIII. Entire Agreement

This Agreement is the entire understanding between the parties as to the subject matter contained herein and supersedes all other agreements, oral or written. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

IX. 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. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

X. Provisions Required by Law

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

XI. Reference To Laws And Rules

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

XII. Severability

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

XIII. Amendment

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

XIV. Interpretation

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XV. Independent Construction

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

XVI. Force Majeure:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

XVII. Term

This Agreement shall begin on August 12, 2016 and shall remain in full force and effect until August 12, 2021, unless sooner terminated as provided herein.

XVIII. Termination

Either party may terminate this Agreement by giving 60 days written notice of termination to the other party; provided, however, that at the election of University, any termination by Agency shall not become effective as to any student(s) assigned to the Agency on the date of the notice of termination until the end of the academic term in which the students are participating in the practicum/internship.

XIX. 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. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

To University:

Name: University of San Francisco
School of Nursing & Health Professions
2130 Fulton Street
San Francisco, CA 94117

To Agency:

Name: County of Humboldt
DHHS – Mental Health
720 Wood Street
Eureka, CA 95501

XX. Authority To Execute

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto on the date and year first above written.

University:

By: Margaret Baker
Margaret Baker, Ph.D., RN, CNL, FAAN, FGSA
Dean, School of Nursing and Health Professions

8-30-16
Date

Agency:

By: Mark Lovelace
Mark Lovelace
Chair, Humboldt County Board of Supervisors

10/4/16
Date

Insurance and Indemnification Requirements Approved:

By: Kathy Spudis
Risk Management

9/19/16
Date