



# **COUNTY OF HUMBOLDT**

For the meeting of: October 10, 2017

Date:

September 8, 2017

To:

Board of Supervisors

From:

Connie Beck, Director & Janie Beck

Department of Health and Human Services - Public Health

Subject:

Professional Dietetic Internship Affiliation Agreement by and between County of Humboldt

and Utah State University

## RECOMMENDATION(S):

That the Board of Supervisors:

- 1. Approve the proposed Professional Dietetic Internship Affiliation Agreement with Utah State University;
- 2. Authorize the Chair of the Board to execute three (3) copies of the proposed agreement;
- 3. Direct the Clerk of the Board to return two (2) fully executed copies of the proposed agreement to the Department of Health and Human Services (DHHS) Contracts Unit for transmittal to DHHS Public Health;
- 4. Approve and authorize the DHHS Public Health Director to execute substantially similar dietetic internship agreements with other university programs after review and approval by County Counsel and Risk Management.

### SOURCE OF FUNDING:

Public Health Fund

Prepared by Megan Montgomery, Administrative Analyst	CAO Approval
REVIEW: Auditor County Counsel JN Human Resources	KKG Other_
TYPE OF ITEM:  Consent Departmental Public Hearing Other  PREVIOUS ACTION/REFERRAL:	BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT Upon motion of Supervisor wilson Seconded by Supervisor Fennell Ayes Wilson, Fennell, Bohn, Bess Nays Abstain Absent Sundberg
Board Order No  Meeting of:	and carried by those members present, the Board hereby approves the recommended action contained in this Board report.
	By: Kathy Hayes, Clerk of the Board

### DISCUSSION:

DHHS has long withstanding agreements with Western Governor's University and College of the Redwoods (CR) to provide baccalaureate degree nursing programs and associate degree nursing program students with opportunities for clinical internship experiences in Community/Public Health nursing and psychiatric/Mental Health nursing. Similarly, DHHS has agreements to provide Humboldt State University's (HSU) master's degree social work students with opportunities for professional internships throughout DHHS. These internships benefit HSU and CR students, local hospitals, and some students are employed locally and by DHHS upon graduation. However, HSU does not offer programs to train professional dietitians locally.

The agreement before your Board today will allow DHHS—Public Health to place students completing dietetic internship programs through Utah State University as interns at DHHS—Public Health. This will contribute to the education of dietetic students and diminish the shortage of qualified dietitians in Humboldt County.

Therefore DHHS—Public Health recommends that your Board approve the Professional Dietetic Internship Affiliation Agreement with Utah State University. DHHS—Public Health also recommends that that your Board authorize DHHS—Public Health Director to execute substantially similar agreements with other university programs seeking to place dietetic interns at Public Health after review and approval by County Counsel and Risk Management.

# **FINANCIAL IMPACT:**

Approval of the Internship Affiliation Agreement with Utah State University will not increase or decrease the County approved budget for fiscal year 2017-2018. Existing program and fiscal staff will provide support using current resources.

This agreement supports the Board's Strategic Framework by supporting business and workforce development and by streamlining county processes to provide new living-wage private sector jobs.

#### OTHER AGENCY INVOLVEMENT:

No other agencies are involved in this Agreement.

### ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the proposed agreement or authorize DHHS—Public Health Director to execute substantially similar dietetic internships in the future. However, this is not recommended because the attached agreement and similar agreements will benefit Humboldt County by increasing the number of qualified dietitians.

### **ATTACHMENTS:**

Professional Dietetic Internship Affiliation Agreement by and between the County of Humboldt and Utah State University.



### **INTERNSHIP AFFILIATION AGREEMENT**

THIS INTERNSHIP AFFILIATION AGREEMENT (the "Agreement") is made and entered into as of June 1, 2017 ("Effective Date") between Utah State University ("UNIVERSITY"), having an office at 1445 Old Main Hill, Logan, UT 84322 and Humboldt County Public Health WIC ("COUNTY"). University and COUNTY each may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the purpose of this Agreement is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for University's dietetic interns.

WHEREAS, neither Party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### 1. Responsibilities of University.

- 1.1. Intern Preparation. The University will use reasonable efforts to prepare interns selected for participation in the internship.
- 1.2. Education Responsibility. The University will retain general responsibility for the education of its interns. The University will provide the COUNTY with current copies of curriculum objectives and course descriptions associated with the internship. The University will maintain applicable academic accreditation(s) during the Term. If requested by the COUNTY, the University will provide credentials and contact information of faculty associated with the internship.
- 1.3. Confidentiality. The University will advise all interns assigned to the COUNTY regarding the confidentiality of COUNTY's patient/client records and/or information, including confidentiality duties associated with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The University will also advise all interns that confidentiality duties are ongoing.
- 1.4. Compliance. The University will advise interns that they are required to comply with COUNTY dress codes, rules, regulations, and procedures.
- 1.5. Performance Evaluations. If requested by the COUNTY, the University will provide instruction via its online training materials and resources to the COUNTY's staff with respect to the performance evaluation of all the interns at the COUNTY.
- 1.6. Insurance. The University carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require the University to carry different or additional insurance, and any obligations of the University contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to University's negligent acts or omissions. The University warrants that its insurance



provides: general liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 general aggregate; and professional liability insurance for its interns with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. If requested by the COUNTY, the University will provide the COUNTY with a certificate of such insurance.

## 2. Responsibilities of COUNTY.

- 2.1. Learning Environment. The COUNTY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur for participating interns. Therefore, the COUNTY will provide interns with access to appropriate resources for intern education including: a) access to patients/clients at the COUNTY in an appropriately supervised environment, in which the intern can complete the University's curriculum; b) intern security badges or other required security access to patient/client care areas; c) access and required training for interns in the proper use of electronic records or paper charts, as applicable; d) computer access; e) some secure storage space for personal items of student when at the COUNTY; and f) access to call rooms, if necessary.
- 2.2. Responsible for Patients/Clients. The COUNTY will retain full responsibility for care of its patients/clients and will maintain administrative and professional supervision of interns insofar as their presence and internship assignments affect the operation of the COUNTY and its care, direct and indirect, of patients/clients. The responsibility of the COUNTY for patient care should not diminish or preclude opportunities for interns to undertake patient care duties under appropriate supervision.
- 2.3. Performance Evaluations. The COUNTY will assist the University in the evaluation of the learning and performance of participating interns by completing and returning in a timely fashion University-provided evaluation forms.
- 2.4. Orientation. The COUNTY will provide for the orientation of interns as to the COUNTY's rules, regulations, procedures, and policies of the COUNTY along with any other of COUNTY's expectations for the participating interns.
- 2.5. Supervision. The COUNTY will provide qualified and competent staff members in adequate number for the instruction and supervision of interns participating in the internship.
- 2.6. Emergency Care. In the event an intern is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the COUNTY, the COUNTY will (a) notify the University of such an event and (b) provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by COUNTY's emergency department or other appropriate COUNTY as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that COUNTY does not have the resources to provide such emergency care, COUNTY will refer such interns to the nearest emergency COUNTY. The intern will be responsible for any charges thus generated.
- 2.7. Student Records. COUNTY, its employees, agents and representatives shall maintain in confidence intern files and personal information and limit access to only those COUNTY employees or agents with a need to know. COUNTY agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to the University. For the purposes of this Agreement, pursuant to FERPA,

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University hereby designates COUNTY as a school official with a legitimate educational interest in the educational records of the intern(s) who participate in the internship to the extent that access to the records is required by COUNTY to carry out the internship.

- 2.8. Liability Insurance. If requested by the University, the COUNTY will provide proof that it maintains liability insurance in commercially reasonable amounts.
- 2.9. Claims. The COUNTY will provide written notification to the University promptly if a claim arises involving an intern.
- 2.10. Incidents. The COUNTY will resolve any situation in favor of its patients'/clients' welfare. When an incident or problem occurs involving an intern, the COUNTY may restrict or remove such intern from the situation or restrict such intern to the role of observer until the incident can be resolved by the COUNTY. The COUNTY will notify the University's representative if such an action is required.

#### 3. Mutual Responsibilities.

3.1. Collaboration. The Parties will work together to maintain a high quality educational environment where patient/client care is paramount. At the request of either Party, a meeting or conference will promptly be held by the Parties' respective coordinators, as set forth below, to resolve any problems or develop any improvements in the operation of the internship.

University- COUNTY-

Name: Nicole Vance
Phone Number: 385-646-5570
Phone Number: 707-269-2289
Email: dietetic.internship@usu.edu

Name: Irene Gil, MS, RD
Phone Number: 707-269-2289
Email: igil@co.humboldt.ca.us

The coordinator may be changed from time to time as needed by providing the other Party with written notice of the change.

- 3.2. Background Checks, Immunizations, and Other Requirements. If applicable, the COUNTY shall notify the University of any required criminal background checks, immunizations, drug tests, or any other requirements (i.e. CPR training, fingerprints, food handler permit, physical exam, etc.). When so informed, the University will inform and assist interns in obtaining the requirements. Unless provided by the COUNTY, the costs associated with any such requirement will be paid by the intern.
- 3.3. Intern Removal. The COUNTY may request the removal of any intern whom the COUNTY determines is not performing in accordance with its applicable administrative and patient care policies, procedures, rules, and/or regulations. Such request must be in writing, and must include a statement of the reason or reasons why COUNTY desires to have the intern removed. The intern must be afforded by the University an opportunity to respond in writing to the statements. However, COUNTY may immediately remove from the premises any intern who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. The COUNTY will notify the appropriate office of the University if such an action is required. The University may terminate a student's participation when, in its sole discretion, further participation by the intern would no longer be appropriate. The University will notify the COUNTY if such action is required.



- 3.4. Expenses. Expenses incurred for normal activities in accordance with this Agreement shall be covered by the Party incurring the cost, except when otherwise prearranged in writing.
- 3.5. Non-Discrimination. Neither University nor COUNTY will discriminate in any way based on race, color, religion, sex, national origin, age, genetic information, sexual orientation or gender identity/expression, disability, status as a protected veteran, or any other status protected by local, state, or federal law.
- 3.6. Compliance with the Law. The University and COUNTY shall comply with all applicable federal and California state laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and rules and regulations promulgated thereunder.
- 4. Term and Termination. This Agreement will commence as of the Effective Date and will continue for five (5) years or until terminated. This Agreement may be terminated at any time and for any reason by either Party upon not less than ninety (90) days prior written notice to the other Party. Should notice of termination be given under this Section, interns scheduled with COUNTY prior to the termination date will be permitted to complete any previously scheduled internship at COUNTY.
- 5. Employment Disclaimer. Participation in the internship will not afford interns status as employees or agents of the COUNTY or University for any purpose. The Parties agree that interns will not be entitled to receive any compensation or employment benefits from COUNTY, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. COUNTY will not be required to purchase any form of insurance for the benefit or protection of any intern of the University. The Parties agree that in compliance with HIPAA, if an intern has access to protected health information of the COUNTY, then such intern shall be considered a member of the COUNTY's "workforce" as that term is defined by 45 CFR 160.103.
- 6. Liability. Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such Party or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under this Agreement. Neither Party shall be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

#### 7. Miscellaneous

7.1. Choice of Law and Venue. The Agreement will be governed by the laws of the State of California, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the County of Humboldt.



- 7.2. Government Records and Management Act. COUNTY acknowledges that University is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within University's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that University's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to University that COUNTY believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, University may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to University's employees, attorneys, accountants, UNIVERSITYs and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.
- 7.3. Governmental Immunity. Facility further acknowledges that University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by University of any protections, rights, or defenses applicable to University under 1the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of University to incur by contract any liability for the operations, acts, or omissions of COUNTY or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of University contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of University. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.
- 7.4. Notice. Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed below (which addresses may be updated by providing written notice to the other Party, as needed):



UniversityUtah State University Dietetic Internship
Granite Education Center
2500 S. State Street, 5<sup>th</sup> Floor
Salt Lake City, UT 84115
(385) 646-5570
email: dietetic.internship@usu.edu

COUNTY-Humboldt County Public Health WIC Program 317 2<sup>nd</sup> St Eureka, CA 95501 email:

- 7.5. Assignment. Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.
- 7.6. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.
- 7.7. Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.
- 7.8. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.
- 7.9. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

#### 8. Confidential Information

- 8.1. Disclosure of Confidential Information. In the performance of this Agreement, UNIVERSITY may receive information that is confidential under local, state or federal law. UNIVERSITY hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 1280.18; the California Confidentiality of Medical Information Act; the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- 8.2. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written



assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

- 9. Nuclear Free Humboldt County Ordinance Compliance. UNIVERSITY certifies by its signature below that it is not a Nuclear Weapons Contractor, in that UNIVERSITY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. UNIVERSITY agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if UNIVERSITY becomes a Nuclear Weapons Contractor.
- 10. 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.
- 11. 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.
- Authority to Execute. Each person executing this Agreement represents and warrants 12. 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 THEREOF the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

UTAH STATE UNIVERSITY

Print Name: Dwight E. Davis

Title: AVP of Business and Finance

Date: 8-4-17

COUNTY

By: Ungne Bass Print Name: Virginia Bass Title: Chair Date: October 10, 2017

CERTIFICATE OF INSURANCE		CERTIFICATE # CERT-1701268 ISSUE DATE 04/28/2017				
PRODUCER UTAH STATÉ RISK MANAGEMENT 5120 STATÉ OFFICE BUILDING SALT LAKE CITY UT 84114 (801) 538-9560		THIS CENTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  COMPANIES AFFORDING COVERAGE				
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Utah State University  6600 Old Main Hill		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MALL 30 DAYS WARTTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FALURE TO MALL SUCH NOTICE SINLL IMPOSE NO COLLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.				
Logan UT	84322	AUTHORIZEO REPRESI Mark Peters	ENTAINE	DATE 04/28/20	17	

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