

CONTRACT FOR CLINICAL AND INSTRUCTIONAL PROGRAMS

BETWEEN

LOMA LINDA UNIVERSITY

AND

CITY OF RIVERSIDE

THIS AGREEMENT, made by and between **LOMA LINDA UNIVERSITY**, hereinafter called "the University" and **CITY OF RIVERSIDE**, hereinafter called "the Facility."

WITNESSETH

THAT WHEREAS the University has established approved Clinical Programs of special training covered by this Agreement and set forth in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as "the Program"; and

WHEREAS the Program requires facilities where students can obtain the clinical learning experience required in the curriculum; and

WHEREAS the Facility has the clinical setting and equipment needed by Program trainees as part of their practical learning experience;

NOW THEREFORE in consideration of the foregoing and of the mutual promises set forth herein, the University and the Facility agree as follows:

1. RESPONSIBILITIES OF THE FACILITY

1.1 The Facility will provide suitable clinical experience situations as prescribed by the Program curriculum and objectives to be provided by the University under paragraph 2.3 below. It is understood that in no case shall students replace regular staff.

1.2 The Facility will designate appropriate personnel to coordinate and supervise the student's clinical learning experience in the Program. This will involve

planning between responsible University faculty and designated Facility personnel for the assignment of students to specific clinical cases and experiences, including selected conferences, clinics, courses and programs conducted under the aegis of the Facility. The Facility will designate and submit in writing to the University the name and professional and academic credentials of a person to be responsible for the Clinical Education Program. That person will be known as the Clinical Education Supervisor. The Facility will notify the University in writing of any change or proposed change of the Clinical Education Supervisor.

1.3 The Facility will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of the University.

1.4 The Facility will withdraw a Program student if: (a) the achievement, progress, adjustment or health of the student does not warrant a continuation at the Facility, or (b) the behavior of the student fails to conform to the applicable policies, procedures or regulations of the Facility. The Facility will reasonably assist the University, if necessary, in implementing this withdrawal. In such event, said student's participation in the clinical learning experience shall immediately cease.

1.5 The Facility reserves the right, exercisable in its discretion after consultation with the University, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of the said Facility.

1.6 The Facility shall provide all equipment and supplies needed for clinical instruction at the Facility. The student's name/identification badge shall be provided by the University. Such equipment and supplies will be subject to its availability.

1.7 The Facility shall provide necessary emergency care or first aid required by an accident occurring at the Facility for a University participant under this program and, except as herein provided, Facility will have no obligation to furnish medical or

surgical care to any student. The cost for any and all medical care provided shall be borne by the University participant (student or faculty).

1.8 The Facility will provide the University with a copy of the written policies, procedures and regulations which will govern the student's activities while at the Facility.

1.9 The Facility will maintain records and reports on each student's performance as specified by each program and provide an evaluation to the University on forms provided by the University.

1.10 The Facility will ensure that student(s) exposed to tuberculosis at clinical Facility will be managed according to the policy of the Facility. Facility agrees to notify the University's Student Health Service of the occurrence of such exposure to University student(s). Such notification will be subject to Health Insurance Portability and Accountability Act of 1996 (HIPAA).

2. RESPONSIBILITIES OF THE UNIVERSITY

2.1 The University will withdraw a student from the clinical program at the Facility upon notice as set forth in paragraph 1.5.

2.2 It shall be the responsibility of the Academic Coordinator of Clinical Education, after consultation with the Facility, to help plan the clinical educational program for student clinical experiences.

2.3 The University will provide the Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at the Facility.

2.4 The University will require all students to abide by the policies and procedures of the Facility while using its facilities and while at Facility. University students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of the Facility.

2.5 The University assures that all students are covered by health and liability (malpractice insurance) as set forth in paragraph 5. below.

2.6 The University will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.7 The University will ensure that, prior to clinical placement, each student has taken or signed a waiver of declination of the Hepatitis B series and has had instruction in occupational exposure to bloodborne pathogens, protective practices to avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials.

2.8 The University will agree that each student participating in Allied Health Programs shall be subject to criminal background check and drug/alcohol screening policy in effect at Facility during the time of the clinical experience. Criminal activity disclosure and/or positive drug test results shall be submitted to the University Program Director for action according to University Policy.

2.9 The University will ensure that, prior to clinical placement, each student will be skin tested for tuberculosis with the PPD test. University will determine frequency of retesting for student(s) based on University Protocol and Guidelines.

2.10 The University will ensure that, prior to clinical placement, each student will provide to University documentation of required immunization (s) as follows: (a) Measles, Mumps, Rubella (MMR); b) Tetanus/Diphtheria booster; c) Chickenpox; and d) Ruboela (2MMRs).

2.11 The University will provide to Facility a copy of a personal information sheet and a set of fingerprints for students if requested to do so by the Facility.

3. RESERVATION OF RIGHTS; PLACEMENT

The University reserves the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

4. DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED

Recognizing that the specific nature of the clinical experience may vary, it is

agreed by the University and the Facility upon execution of this Agreement and within

the scope of its provisions, the University departments may develop letter agreements with their clinical counterparts in the Facility to formalize operational details of the Clinical Education Program.

5. UNIVERSITY INSURANCE AND INDEMNIFICATION

The University shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

- A. Hospital Professional Liability coverage with limits of one million dollars (\$1,000,000.00) per occurrence and an aggregate of three million dollars (\$3,000,000.00) for each student or faculty.
- B. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- C. Workers' Compensation coverage covering University's full liability as required under applicable state law.
- D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this Section 5.A. and B. shall not in any way limit the liability of University.

The University, upon the execution of this Agreement, shall furnish Facility with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to Facility of any cancellation of the above coverage.

The University hereby agrees to defend, indemnify, and save harmless the Facility from any liability, expense, causes of action, suits, claims, judgments or damages the

Facility may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the act, failure to act or the negligence of the University, its employees, students, or authorized agents. The Facility agrees to give the University notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

6. FACILITY INSURANCE AND INDEMNIFICATION

The Facility shall provide at its sole cost and expense, coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and or self-insurance as follows:

- A. Hospital Professional Liability coverage with limits of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- B. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- C. Workers' Compensation coverage covering Facility's full liability as required under applicable state law.

It should be expressly understood, however, that the coverage required under this Section 6.A. and B. shall not in any way limit the liability of Facility.

The Facility, upon the execution of this Agreement, shall furnish University with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to University of any cancellation of the above coverage.

The Facility hereby agrees to defend, indemnify, and save harmless the University from any liability or damage the University may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the negligence of the Facility, its employees, or authorized agents. The University agrees to give the Facility notice in writing within thirty (30) days

of any claim made against it on the obligations covered hereby.

7. NONDISCRIMINATION

The Facility and the University agree that neither will unlawfully discriminate against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap. In addition, each party shall comply with all applicable federal, state and local discrimination laws including but not limited to the Civil Rights Act of 1964, the Equal Pay Act, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Vietnam Era Veterans Readjustment Assistance Act of 1974. In addition, either party shall comply with all requirements of any applicable affirmative action laws, including but not limited to Executive Order 11246. The Facility understands that the University is a religious nonprofit corporation and holds various rights, privileges and exemptions under federal and state constitutions and laws as an educational institution, including but not limited to 42 USC secs. 2000e-1, 2000e-2; Federal Executive Order 11246 (as amended); 41 CFR secs. 60-1.5(a)(5); 20 USC sec. 1681(a)(3); 34 CFR secs. 106.12(a) (b), 106.21, 106.31, 106.39, 106.40, 106.51 and 106.57; California Government Code sec. 12926(d)(1); and Title II, Division 4, Chapter 2, Sec. 7286.5 of the California Code of Regulations, the First Amendment to the United States Constitution and Article I, sec. 4 of the California Constitution. The University does not waive any of the foregoing rights, privileges, and exemptions by entering this Agreement.

8. TERMINATION

This Agreement will be effective on April 1, 2017 and shall continue for a period of five (5) years. Either party may terminate this Agreement upon ninety (90) days written notice to the other party except that if the University terminates the Agreement based on lack of funding, the ninety (90) day notice requirement shall not apply. The notice required under this clause shall be sent by certified registered mail.

If the termination date occurs while a student of the University has not completed

his or her clinical learning experience at the Facility and is in good standing with the Facility, the student shall be permitted to complete the scheduled clinical learning experience, and the University and the Facility shall cooperate to accomplish this goal.

9. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other or to exercise any such function for the other party, except as specifically provided herein. The Facility and the University shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to Facility for any salaries, insurance or other benefits.

10. CONFIDENTIALITY

The University will require students to maintain the confidentiality of patient information obtained during the clinical or instructional experience at the Facility. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made; provided, however, either party may disclose such confidential information if requested or required to disclose such information pursuant to any subpoena, civil investigative demand, or similar process or any law, rule, regulation or order. Failure to comply will result in the immediate termination of this Agreement, as well as all other remedies available at law or in equity. It shall be required of students and supervising faculty that they not identify patients in papers, reports or case studies without first obtaining permission of the Facility and the patient, utilizing the patient confidentiality policies and procedures of the Facility.

11. NONASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned or transferred by either party without the written approval of the other party. This Agreement (and its attachments, if any)

constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

12. GENERAL

This agreement is written for the benefit of the parties hereto, and to no other. The parties to this contract acknowledge that the Facility retains the professional and administrative responsibility for patient care and the services it provides. The parties understand that the Facility must comply with all State and Federal regulations applicable to the running of the Facility, therefore as a service provider, the Facility acknowledges that it is accredited by the Joint Commission compliant with Medicare and all other State and Federal regulations.

13. NOTICES

Notices required under this Agreement shall be mailed to the parties at the following addresses:

University:
Office of the Dean,
School of Behavioral Health
Loma Linda University
Loma Linda, CA 92354

Facility:
City of Riverside
Riverside, CA 92522
951-826-5110

14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).

University agrees to inform all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent applicable. In addition, University agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

IN WITNESS WHEREOF, the authorized representative of the parties have executed this Agreement effective April 1, 2017, by and between **LOMA LINDA UNIVERSITY** ("University") and City of Riverside, ("Facility").

University:

LOMA LINDA UNIVERSITY
1898 Business Center Dr.
San Bernardino, CA 92408

Facility:

CITY OF RIVERSIDE
3900 Main St.
Riverside, CA 92522

By _____
Richard H. Hart, MD, DrPH
President

By _____
Al Zelinka
Assistant City Manager

Date: _____

Date: _____

By _____
Beverly J Buckles, DSW
Dean
School of Behavioral Health

By _____
Date: _____

Date: _____

By _____
Talolo Lepale Jr., MSW, MBA, LCSW
Director of Field Education

Date: _____

REVISED: October 2011

Sb/GC/Contracts/Aff-Agmt-LLU-TMPLT 2011

APPROVED AS TO FORM
BY: 
Deputy City Attorney

EXHIBIT A

Department of Social Work & Social Ecology

Department of Counseling and Family Services

Department of Psychology