

TULARE COUNTY AGREEMENT NO. _____

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into as of _____ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **CALIFORNIA STATE UNIVERSITY, FRESNO** a California Corporation ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to have clinical facilities in Tulare suitable for the education needs of the UNIVERSITY'S nursing program; and
- B. CONTRACTOR operates a fully accredited Nursing program and is in need of facilities to provide supervised experience for the students enrolled in said classes; and
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of July 1, 2019, and expires at 11:59 PM on June 30, 2024, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** There shall be no monetary obligation on the UNIVERSITY or the COUNTY, one to the other.
- 3. **PAYMENT FOR SERVICES:** There shall be no monetary obligation on the UNIVERSITY or the COUNTY, one to the other.
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit B**
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**COUNTY OF TULARE
 HEALTH & HUMAN SERVICES AGENCY
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<input checked="" type="checkbox"/>	Exhibit C	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit D	Cultural Competence and Diversity
<input type="checkbox"/>	Exhibit E	Information Confidentiality and Security Requirements
<input type="checkbox"/>	Exhibit F	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
<input type="checkbox"/>	Exhibit F1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit G	Additional terms and conditions for federally-funded contracts
<input type="checkbox"/>	Exhibit	

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

CONTRACT UNIT
 TULARE COUNTY HEALTH & HUMAN SERVICES
 AGENCY
 5957 S. Mooney Boulevard
 Visalia, CA 93277
 Phone No.: 559-624-8000
 Fax No.: 559-737-4059

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
 2800 W. Burrel Ave.
 Visalia, CA 93291
 Phone No.: 559-636-5005
 Fax No.: 559- 733-6318

CONTRACTOR:

CALIFORNIA STATE UNIVERSITY, FRESNO
 5150 N. Maple Ave MS JA111
 Joyal Administrative Building Room 161
 Fresno, CA 93740
 Phone No.: 559-278-1665
 Fax No.: 559-278-2111

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**COUNTY OF TULARE
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9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 7/16/19

CALIFORNIA STATE UNIVERSITY, FRESNO
By [Signature]
Print Name Brian Collier
Title Director of Procurement

Date: _____

By _____
Print Name _____
Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as Form
County Counsel

By [Signature]
Deputy

Matter # 2019749

**Exhibit A
Services
2019-2024**

University: California State University, Fresno

I. COUNTY's Responsibilities

- A. Identify the INTERN'S supervisor, who agrees to: meet with the INTERNS regularly to facilitate the INTERNS' learning experience; provide support, review progress on assigned tasks, verify service hours, give feedback and be responsible for the safety and supervision of INTERNS while on site.
- B. Provide an orientation that includes: a site tour; an introduction to staff relevant to the INTERNS' experiential learning activities; a description of the characteristics of and risks associated with the COUNTY'S operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where INTERNS check-in and how they log their time.
- C. Provide INTERNS with a written description of the INTERNS' tasks and responsibilities.
- D. Provide appropriate training, equipment, materials and work area for INTERNS prior to INTERNS performing assigned tasks or working with the COUNTY'S clients.
- E. INTERNS must submit to Live-Scan fingerprinting for background check purposes. This service will be provided for INTERNS by the COUNTY.
- F. COUNTY may request that UNIVERSITY remove from the PROGRAM any INTERNS whose performance continues to fall below the level required to maintain appropriate practice standards, or whose conduct inhibits desirable relationships COUNTY has with the public or other agencies, or who fails to follow COUNTY'S administrative policies, procedures, rules, and regulations. UNIVERSITY agrees to remove such INTERNS at COUNTY'S request.
- G. The COUNTY will notify the appropriate UNIVERSITY program coordinator in writing, within 24 hours of any unusual and/or uncontrolled health & safety hazards and/or incidents of violence that occur at the COUNTY during the contract period.

II. UNIVERSITY's Responsibilities

- A. The UNIVERSITY shall have the responsibility to:
 - 1. In consultation and coordination with COUNTY'S representatives, plan the PROGRAM to be provided to INTERNS under this Agreement and, establish a rotational plan for the PROGRAM by mutual agreement between representatives, if appropriate.
 - 2. In consultation and coordination with COUNTY'S staff, arrange for periodic conferences between appropriate representatives of the UNIVERSITY and COUNTY to evaluate the PROGRAM.

3. Designate the INTERNS who are enrolled in the UNIVERSITY to be assigned for the PROGRAM at COUNTY, in such numbers as are mutually agreed to by both parties.
4. Oversee the PROGRAM given at COUNTY to the assigned INTERNS and, if applicable to the PROGRAM, provide the supervisory instructors for the PROGRAM provided for under this AGREEMENT. Keep all attendance and academic records of INTERNS participating in the PROGRAM.
5. Advise every INTERN to follow all applicable COUNTY policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the UNIVERSITY and COUNTY.
6. Advise that INTERNS actively participate in the PROGRAM as mutually agreed to between representatives of COUNTY and UNIVERISTY.
7. Certify to COUNTY, at the time each INTERN first reports at COUNTY that INTERN has complied with the following:
 - a) Completed any training necessary for participation in the PROGRAM at COUNTY. The UNIVERSITY will maintain records documenting this training;
 - b) If applicable to the PROGRAM, the UNIVERSITY shall require INTERNS to show proof that each INTERN has been immunized against the common communicable diseases. This includes proof of immunizations for varicella, rubella, tetanus, and Hepatitis B (if student is to provide direct patient care);
 - c) If applicable to the PROGRAM, completed a Tuberculosis test which resulted in a negative tuberculin skin test or negative chest x-ray;

B. The UNIVERSITY will advise the INTERNS of their responsibility to:

1. Participate in all training required by the COUNTY.
2. Exhibit professional, ethical and appropriate behavior when at the COUNTY.
3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
4. Abide by the COUNTY's rules and standards of conduct.
5. Maintain the confidentiality of the COUNTY's proprietary information, records and information concerning its clients.
6. Additionally, INTERNS have the responsibility to review and sign the following:
 - a) Tulare County Intern Program Internship Agreement.

- b) Personnel Rule 14: Equal Employment/Discrimination/Sexual Harassment Policy.
- c) Personnel Rule 20: Dress Code.
- d) Personnel Rule 21: Drug Free Workplace.
- e) Tulare County Probation Department HIPAA Sanction Policy.
- f) Tulare County Probation Department Confidentiality.
- g) County of Tulare Policy on violence and threats of violence in the workplace & safety in the workplace policy & code of safe practices.
- h) County of Tulare summary of the information technology (IT) security policy.
- i) Tulare County Probation Department Mandated Reporting.

FINGERPRINTING: Students must submit to live-scan fingerprinting as part of a criminal history check, which will be provided to students by the COUNTY. The UNIVERSITY student's participation in the Internship Program will be contingent upon the criminal history/ Live Scan results. Convictions will be assessed by Human Resources and Development for relatedness to the Internship Program. Students with criminal convictions may be still be accepted into the program if there are mitigating circumstances or if the conviction is not related to the field practicum.

STUDENT SUPERVISION: COUNTY shall permit students to perform services for clients only when under the supervision of COUNTY's staff. Students shall assist staff, perform assignments, and participate in research, etc. Students are to be regarded as student interns, not employees, and are not to replace the COUNTY's staff. There will be no expectation of employment by the COUNTY after completion by the student of the Internship Program.

GROUND FOR REMOVAL: COUNTY may request that UNIVERSITY remove from the Internship Program any student whose performance after appropriate instruction and counseling continues to fall below the level required to maintain appropriate practice standards, or whose conduct inhibits desirable relationships COUNTY has with the public or other agencies, or who fails to follow COUNTY's administrative policies, procedures, rules, and regulations. UNIVERSITY agrees to remove such students at COUNTY's request.

INDEPENDENT CONTRACTOR STATUS: 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 COUNTY or UNIVERSITY for any purpose, including, but not limited to, compensation for services, welfare and pension benefits. In addition, participation in the Internship Program is not a guarantee of employment with the COUNTY and does not confer any employment rights to the student interns.

This AGREEMENT is not intended and shall not be construed to create the relationship of

agent, servant, employee, partnership, joint venture, landlord/tenant, or association between the UNIVERSITY and the COUNTY and their employees, students, or agents, but rather is an AGREEMENT by and between two independent parties. Each student that is placed with the COUNTY as part of the Internship Program is receiving education as part of his/her academic curriculum. Duties performed by a student are not performed as an employee of COUNTY but rather in fulfillment of the academic requirements of his/her educational experience and are performed under field supervision by COUNTY personnel. UNIVERSITY acknowledges that nothing in this AGREEMENT shall be construed to confer any right upon the UNIVERSITY or UNIVERSITY Personnel to participate in, control, or direct operations at the COUNTY. As UNIVERSITY is not COUNTY's employee, UNIVERSITY is responsible for paying all required state and federal taxes for its employees. In particular, COUNTY will not:

- a. Make state or federal unemployment insurance contributions on UNIVERSITY'S behalf.
- b. Make disability insurance contributions on behalf of UNIVERSITY.
- c. Obtain unemployment compensation insurance on behalf of UNIVERSITY.

INSURANCE: Prior to approval of this AGREEMENT by the COUNTY, Contractor shall file with the Clerk of the Board of Supervisors, evidence of the insurance as set forth in Exhibit B attached, which outlines the minimum scope, specifications and limits of insurance required under this AGREEMENT. Additional insured endorsements required as outlined in Exhibit B shall not be used to reduce limits available to County as an additional insured from the Contractor's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this AGREEMENT or act in any way to reduce the policy coverage and limits available from the insurer (s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this AGREEMENT.

TERMINATION:

- (a). Without Cause: Either party will have the right to terminate this AGREEMENT without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.
- (b). With Cause: This AGREEMENT may be terminated immediately by either party should the other party:
 - (1) be adjudged or bankrupt, or
 - (2) become insolvent or have a receiver appointed, or
 - (3) make a general assignment for the benefit of creditors, or
 - (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this AGREEMENT, or
 - (5) materially breach this AGREEMENT.

In addition, COUNTY may terminate this AGREEMENT based on:

- (6) Material misrepresentation, either by UNIVERSITY or anyone acting on UNIVERSITY'S behalf, as to any matter related in any way to this

- AGREEMENT or the Internship Program, or
- (7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impairs the ability of UNIVERSITY to competently provide the services under this AGREEMENT, or exposes the COUNTY to an unreasonable risk of liability.
- (c). Effects of Termination: Expiration or termination of this AGREEMENT shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the AGREEMENT, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where UNIVERSITY'S services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the UNIVERSITY.
 - (d). Suspension of Performance: Independent of any right to terminate this AGREEMENT, the authorized representative of COUNTY for which UNIVERSITY's services are to be performed, may immediately suspend performance by UNIVERSITY or participation by student in the Internship Program, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by UNIVERSITY to comply with the provisions of this AGREEMENT, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

- (a). UNIVERSITY shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate exhibit, as set forth in EXHIBIT C attached.
- (b). At termination of this AGREEMENT, UNIVERSITY shall, if feasible, return or destroy all protected health information received from, or created or received by, UNIVERSITY on behalf of COUNTY that UNIVERSITY still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protection of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.
- (c). COUNTY may immediately terminate this AGREEMENT if COUNTY determines that UNIVERSITY has violated a material term of this provision.

Exhibit B

PROFESSIONAL SERVICES CONTRACTS **INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Brian Costham Date: 6/20/19

Contractor Name California State University, Fresno

Signature Brian Costham