

MEMORANDUM OF UNDERSTANDING**BETWEEN****COUNTY OF ORANGE****AND****<<UNIVERSITY>>****FOR PROVISION OF OFF-CAMPUS STUDENT TRAINING**

This memorandum of understanding ("MOU") dated as of the 1st day of December, 2021, is by and between the COUNTY OF ORANGE, HEALTH CARE AGENCY (HCA) and «UNIVERSITY» (UNIVERSITY), a California (educational institution). COUNTY and UNIVERSITY may sometimes be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the UNIVERSITY has various approved and accredited curriculum at the UNIVERSITY; and

WHEREAS, training and broader clinical learning experience through the use of off-campus facilities is required and an integral component of this curriculum; and

WHEREAS, the UNIVERSITY has heretofore approved the COUNTY as an off-campus training location; and

WHEREAS, it is to the mutual benefit of the parties hereto that assigned students of the UNIVERSITY use facilities of the COUNTY for practical training experience; and

WHEREAS, UNIVERSITY and COUNTY shall establish educational objectives for the practical training experience, devise methods for their implementation and continually evaluate the effectiveness of the training experience.

NOW, THEREFORE, the PARTIES do hereby agree as follows:

TABLE OF CONTENTS

I.	TERM.....	3
II.	PURPOSE.....	3
III.	UNIVERSITY REQUIREMENTS	3
IV.	HCA/COUNTY OBLIGATIONS.....	4
V.	CONFLICT OF INTEREST	5
VI.	INDEMNIFICATION AND INSURANCE.....	5
VII.	NON DISCRIMINATION	8
VIII.	NOTICES.....	9
IX.	RESEARCH AND PUBLICATION	9
X.	TERMINATION	9
XI.	WORKER'S COMPENSATION	11

I. TERM

The term of this MOU is effective on December 1, 2021 through November 30, 2024. This MOU shall remain in effect, unless terminated earlier pursuant to the provisions of Paragraph XII., of this MOU; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to confidentiality, indemnification, and reporting.

II. PURPOSE

The purpose of this MOU between COUNTY and UNIVERSITY is to outline the roles and responsibilities of the COUNTY, UNIVERSITY and UNIVERSITY's assigned students in the provision of Off-Campus Student Training.

III. UNIVERSITY REQUIREMENTS

A. UNIVERSITY shall assume responsibility for the professional preparation of the assigned student and compliance of the curriculum with the education standards set forth by accreditation standards.

B. UNIVERSITY shall establish and maintain ongoing communication with Volunteer Services Coordinator of the COUNTY on items pertinent to the academic and clinical education of assigned students enrolled in the UNIVERSITY. (Such communication might include, but is not limited to, a description of the experience, assigned student biographical information, policies, faculty qualification, academic requests, mandatory training, screening, hours completed, lesson plans, etc.) On-site visits will be arranged when feasible or upon request by the COUNTY.

C. UNIVERSITY shall refer to the COUNTY only those assigned students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

D. UNIVERSITY shall inform the assigned student of the COUNTY's requirements for acceptance when applicable.

E. UNIVERSITY shall provide the COUNTY written certification concerning the assigned student's health, confirmation of enrollment in a health plan, and any immunization against communicable diseases requested by the COUNTY.

F. UNIVERSITY or assigned students shall maintain professional liability insurance coverage for any participating assigned student on a "claims-made" basis.

G. UNIVERSITY shall supply the COUNTY designated supervisor with an appropriate evaluation instrument for each assigned student's clinical and academic education experience or to accept the instrument regularly used by the COUNTY.

H. UNIVERSITY shall have each participating assigned student provide, prior to commencement of the academic and clinical experience, such confidential information as may be required by the COUNTY as deemed necessary for the training and guidance of the assigned students, together with the assigned student's authorization for release of such information, as required by law.

I. UNIVERSITY shall recognize that assigned students are not employees of the COUNTY or UNIVERSITY and they will not receive compensation from COUNTY.

J. UNIVERSITY shall inform assigned students that they must abide by existing rules and regulations of the COUNTY.

K. UNIVERSITY shall inform assigned students that they must be cleared, if required by the COUNTY, from an absence caused by injury or illness, by a physician.

L. UNIVERSITY shall require assigned students provide evidence of health insurance coverage at the beginning of the clinical experience.

IV. COUNTY OBLIGATIONS

A. COUNTY shall require all assigned students to be oriented to the COUNTY's Compliance, Confidentiality, Code of Conduct, and Cultural Competency Policies and Procedures through assigned supervisor, designee, and the Volunteer Services Coordinator.

B. COUNTY shall designate a supervisor who will be responsible for the planning and implementation of the clinical and academic education experience. The aforementioned individual shall meet the criteria established by that state's legislative and regulatory agency for the supervision of assigned students in the clinical education setting.

C. COUNTY shall provide the designated supervisor with reasonable time to plan and implement the academic and clinical education experience including, and when feasible, time to attend relevant trainings, meetings and conferences.

D. COUNTY shall structure the academic experience as needed to meet the objectives of the academic and clinical education experience and professional preparation of assigned students. The COUNTY will attempt to meet the objectives set forth by the UNIVERSITY within the constraints of the COUNTY's physical environment, patient load, and experience available.

E. COUNTY shall advise the UNIVERSITY of any Changes in its personnel, operation, or policies which may affect the clinical education experience.

F. COUNTY shall provide the assigned students, whenever possible with the use of library resources, reference materials, computer access, equipment, and all other items necessary to operate the program at the COUNTY.

G. COUNTY shall provide all assigned students with a copy of the COUNTY's rules, regulations, policies, and procedures with which the assigned students are expected to comply.

H. COUNTY shall, upon reasonable request, permit UNIVERSITY and/or appropriate agencies charged with the responsibility of accrediting or approving the UNIVERSITY training program to inspect the academic and clinical facilities, services available for clinical experience, assigned student records and other materials pertaining to the clinical training program.

I. COUNTY shall evaluate the performance of the assigned student on a regular basis using the evaluation form provided by the UNIVERSITY. The COUNTY shall notify the UNIVERSITY, by at least midterm, of any serious deficit noted in that assigned student's ability to accomplish the objectives set forth for that academic and clinical experience. (It will then be the mutual responsibility of the assigned student, Academic Coordinator of Clinical Education and COUNTY designated supervisor to devise a plan by which the assigned student may be assisted to achieve the stated objectives.)

J. COUNTY shall forward a copy of the assigned student's final written evaluation, upon completion of the academic and clinical education experience to be received by the UNIVERSITY within twenty (20) working days.

K. COUNTY shall agree to comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.

L. COUNTY shall promptly and thoroughly investigate any complaint by any assigned student of unlawful discrimination or harassment at the COUNTY or involving employees or agents of the COUNTY, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any assigned student.

M. COUNTY shall provide, upon request by any assigned student, with such reasonable accommodations at the COUNTY as required by law in order to allow qualified disabled students to participate in the program.

V. CONFLICT OF INTEREST

The parties hereto acknowledge that UNIVERSITY may be affiliated with one or more organizations or professional practices located in Orange County. UNIVERSITY therefore warrants that it shall not violate any applicable law, rule or regulation of any governmental entity relating to conflict of interest. Except as specified in the Services paragraph of this Agreement, UNIVERSITY shall not knowingly undertake any act which unjustifiably results in any relative benefit to any organization or professional practice with which it is affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance of duties and obligations required by this Agreement, when compared to the result such act has on any other organization or professional practice.

VI. INDEMNIFICATION AND INSURANCE

A. UNIVERSITY agrees to indemnify, defend with counsel approved in writing by COUNTY, which approval shall not be unreasonably withheld, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by UNIVERSITY pursuant to this Agreement and/or provided by the UNIVERSITY's assigned students participating in the Off-Campus Student Training. If judgment is entered against UNIVERSITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, UNIVERSITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

B. Without limiting UNIVERSITY's indemnification, UNIVERSITY warrants that it is self-insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations placed with reputable insurance companies in amounts as specified below in subparagraph J of this Agreement. Upon request by ADMINISTRATOR, UNIVERSITY shall provide evidence of such insurance.

C. UNIVERSITY agrees to provide COUNTY with written notification of any claim related to services provided by UNIVERSITY pursuant to this Agreement and/or provided by the UNIVERSITY's assigned students participating in the Off-Campus Student Training, within thirty (30) calendar days of notice thereof.

D. Prior to the provision of services under this Agreement, UNIVERSITY agrees to purchase all required insurance, or maintain a program of self-insurance, at UNIVERSITY's expense. Upon request UNIVERSITY shall submit to COUNTY a COI, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage, or a program of self-insurance, during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of UNIVERSITY pursuant to this Agreement shall obtain insurance, subject to the same terms and conditions as set forth herein for UNIVERSITY.

E. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage.

F. If CONTRATOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

G. QUALIFIED INSURER

1. The policy or policies of insurance, if not self-insured, must be issued by an insurer with a minimum rating of A- (Secure AM. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

H. The policy or policies of insurance, or program of self-insurance, maintained by UNIVERSITY shall provide the minimum limits and coverage as set forth below:

Coverage

Minimum Limits

Commercial General Liability

\$1,000,000 per occurrence

\$2,000,000 aggregate

Workers' Compensation

Statutory

Employers' Liability Insurance

\$1,000,000 per occurrence

Professional Liability Insurance

\$1,000,000 per claims made
or per occurrence

I. REQUIRED COVERAGE FORMS IF NOT SELF-INSURED

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.

2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

J. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

2. A primary non-contributing endorsement evidencing that the UNIVERSITY's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

K. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

L. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

M. If UNIVERSITY's Professional Liability policy is a "claims made" policy, UNIVERSITY shall agree to maintain professional liability coverage for two years following completion of Agreement.

N. The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

O. Throughout the term of this Agreement and upon mutual written agreement between COUNTY and UNIVERSITY, the insurance minimum limits and coverage set forth in Subparagraph VI. J. above may be increased or decreased. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

P. COUNTY shall notify UNIVERSITY in writing of changes in the insurance requirements. If UNIVERSITY does not deposit copies of acceptable COI's and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may be in breach

without further notice to UNIVERSITY, and COUNTY shall be entitled to all legal remedies.

Q. The procuring of such required policy or policies of insurance shall not be construed to limit UNIVERSITY's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

R. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Upon request prior to the start date of this Agreement or at any time during the term of this Agreement.
 - b. No later than the expiration date for each policy, if requested.
 - c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph J. of this Agreement.
2. The COI and endorsements shall be provided to the COUNTY at the address as referenced in the Referenced Contract Provisions of this Agreement.
3. If UNIVERSITY fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
 - a. UNIVERSITY may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and UNIVERSITY, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
 - b. Notwithstanding the above, endorsements shall be required in the case of self-insurance.
4. In no cases shall assurances by UNIVERSITY, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

VII. NON DISCRIMINATION

The parties shall not discriminate in the provision of services, the allocations of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

VIII. NOTICES AND CORRESPONDENCE

A. All correspondence concerning this MOU will be in writing and sent to:

<<UNIVERSITY>>	HCA - DIVISION
<<UNIVERSITY Contact>>	Volunteer Services
<<UNIVERSITY Address>>	405 W. 5 th Street, 7 th Floor
<<UNIVERSITY City, State, Zip>>	Santa Ana, CA 92701
<<UNIVERSITY Contact Email>>	slummus@ochca.com

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

C. UNIVERSITY shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of UNIVERSITY.

D. Upon notice, UNIVERSITY shall also notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any formal complaint filed with the applicable state licensing board or any County Clerk's Office regarding its assigned students and the nature of the complaint.

E. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

IX. RESEARCH AND PUBLICATION

UNIVERSITY, or its assigned students, may request permission from ADMINISTRATOR to utilize information and data received from COUNTY or developed as a result of this Agreement for personal publication purposes provided all such information and data are sufficiently aggregated to ensure that no individual identification of patients is possible. Approval for such personal use shall not be unreasonably withheld by ADMINISTRATOR. Any publication of such information and data by UNIVERSITY, or its assigned students, shall acknowledge contribution of COUNTY and ADMINISTRATOR.

X. TERMINATION

A. Either Party may terminate this Agreement, without cause, upon ninety (90) calendar days' written notice given the other Party.

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days written notice if UNIVERSITY fails to perform any of the terms of this Agreement. At ADMINISTRATOR's sole discretion, UNIVERSITY may be allowed up to thirty (30) calendar days for corrective action.

C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by UNIVERSITY of legal capacity.
2. Cessation of services.
3. The delegation or assignment of UNIVERSITY's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given UNIVERSITY. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, UNIVERSITY shall not be obligated to accept the renegotiated terms.

E. In the event this Agreement is terminated by either party, after receiving a Notice of Termination UNIVERSITY shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
3. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.
4. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.
5. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, UNIVERSITY shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

F. The rights and remedies of COUNTY provided in this Termination paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XI. WORKERS' COMPENSATION

Assigned students are required to carry their own health insurance. Proof of this insurance is required prior to an assigned student being placed in an internship. Assigned students are not to be considered employees or agents of either UNIVERSITY or COUNTY for any purpose, including Workers' Compensation or employee benefit programs, and the assigned students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.

<<UNIVERSITY>>:

By: _____
<<UNIVERSITY Contact, Title>>

Date: _____

COUNTY OF ORANGE HEALTH CARE AGENCY:

By: _____
Deputy Purchasing Agent
County of Orange, Health Care Agency

Date: _____

Approved As To Form
County Counsel
County of Orange, California

By: _____
DocuSigned by:
Brittany McLean
9713A4061D4343D...
Deputy

Dated: 8/11/2021
