



Contract Number

\_\_\_\_\_

SAP Number

\_\_\_\_\_

### Department of Aging and Adult Services-Public Guardian

Department Contract Representative Julie West  
Telephone Number (909) 387-2462

Contractor Loma Linda University  
Contractor Representative Lisa Butler  
Telephone Number (909) 558-1000 x45672  
Contract Term December 19, 2023 through November 30, 2028

Original Contract Amount Non-Financial  
Amendment Amount \_\_\_\_\_  
Total Contract Amount \_\_\_\_\_  
Cost Center \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

This Memorandum of Understanding (MOU) is entered into the State of California by and between San Bernardino County Department of Aging and Adult Services-Public Guardian, herein after called "DAAS-PG" and Loma Linda University, hereinafter called "LLU."

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

**WHEREAS**, the Program requires facilities where student nursing interns can obtain clinical learning experience/training required in the curriculum; and

**WHEREAS**, DAAS-PG has the clinical setting and equipment needed by LLU trainees as part of their practical learning experience;

**NOW THEREFORE**, in consideration of the foregoing and of the mutual promises set forth herein, LLU and DAAS-PG agree as follows:

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**ATTACHMENT- EXHIBIT A**

## I. PURPOSE

This Memorandum of Understanding (MOU) serves to identify areas of agreement and responsibility for DAAS-PG and LLU regarding the provision of nursing student interns.

## II. DEFINITIONS

- A. Definition of the terms MOU or Agreement – Wherever in this document and in any attachments hereto, the terms "MOU" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. Definitions of may, shall and should – Whenever in this document the words "may," "shall" and "should" are used, the following definitions apply: "May" is permissive; "shall" is mandatory; and "should" means desirable.
- C. Department of Aging and Adult Services- Public Guardian (DAAS-PG) – The San Bernardino County agency dedicated to helping seniors and at risk individuals to improve or maintain choice, independence and quality of life.
- D. Health Insurance Portability and Accountability Act of 1996 (HIPAA) – The United States legislation that provides data privacy and security provisions for safeguarding medical information.
- E. Loma Linda University (LLU) – A Seventh-day Adventist co-educational health sciences university which comprises eight schools and the Faculty of Graduate Studies. One of the studies is the nursing program.
- F. Memorandum Of Understanding (MOU) – The legal document that describes the general principles of an agreement between parties.

## III. DAAS-PG RESPONSIBILITIES

DAAS-PG- shall:

- A. Provide suitable clinical experience situations as prescribed by the Program curriculum, and objectives to be provided by LLU under Section IV, LLU RESPONSIBILITIES, Paragraph C, of this MOU. It is understood that in no case shall students replace regular staff. Clinical experience will be provided by the Registered Nurses who are conducting home visits and/or clinical experience in the Outreach Clinics.
- B. Designate appropriate personnel to coordinate and supervise the students' clinical learning experience in the Program. This will involve planning between responsible LLU faculty and designated DAAS-PG personnel for the assignment of students to specific clinical cases and experiences, including selected conferences, clinics, courses, and programs conducted under the guidance of DAAS-PG. DAAS-PG will designate and submit in writing to LLU 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.
- C. Permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of LLU.

- D. Withdraw a program student if: (a) the achievement, progress, adjustment, conduct, or health of the student does not warrant a continuation at DAAS-PG, or (b) the student violates County policy, procedures, or regulations. DAAS-PG will reasonably assist LLU, if necessary, in implementing this withdrawal. In such event, said student's participation in the clinical learning experience shall immediately cease.
- E. Reserve the right, exercisable in its discretion after consultation with the LLU, to exclude any student from its facilities in the event that such person's behavior is deemed objectionable or detrimental, having in mind the proper administration of DAAS-PG.
- F. Provide all equipment and supplies needed for clinical instruction at DAAS-PG.
- G. Provide necessary emergency care or first aid required by an accident occurring at DAAS-PG for a LLU participant under this program and, except as herein provided, DAAS-PG 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 LLU participant (student or faculty).
- H. Ensure that student(s) exposed to tuberculosis at clinical facility will be managed according to the policy of DAAS-PG. DAAS-PG agrees to notify LLU's Student Health Service of the occurrence of such exposure to LLU student(s). Such notification will be subject to Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- I. Retain the professional and administrative responsibility for patient care and the services it provides. DAAS-PG complies with all State and Federal regulations applicable to running DAAS-PG, and as a service provider, DAAS-PG acknowledges its accreditations by the Joint Commission compliant with Medicare and all other State and Federal regulations.

#### **IV. LLU RESPONSIBILITIES**

LLU shall:

- A. Withdraw a student from the clinical program at DAAS-PG upon notice set forth in Section III, Paragraphs D and E above.
- B. After consultation with DAAS-PG, will be responsible to help plan the clinical educational program for student clinical experiences, under the responsibility of the Academic Coordinator of Clinical Education.
- C. Provide DAAS-PG with an annual announcement or description of the program, curriculum, and objectives to be achieved at DAAS-PG.
- D. Require all students to abide by the policies and procedures of DAAS-PG while using its facilities and while at DAAS-PG. LLU 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 DAAS-PG.
- E. Ensure that all students are covered by health and liability (malpractice insurance).
- F. Assign to DAAS-PG only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

- G. 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 blood borne pathogens, protective practices to avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials.
- H. Obtain either a State of California criminal history record check, including fingerprint checks or a Federal Bureau of Investigation (FBI) criminal history record check for records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, an internship, or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in DAAS-PG policy and procedures prior to providing any services. DAAS-PG must be immediately notified of any records showing a conviction. At DAAS-PG's discretion, DAAS-PG may instruct LLU to take action to deny/terminate employment or deny/terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services. LLU shall immediately notify DAAS-PG concerning arrest and/or conviction, other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to LLU.
- I. Inform all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including HIPAA.  
  
LLU shall immediately notify DAAS-PG concerning arrest and/or conviction, other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to the LLU.
- J. Ensure that prior to clinical placement, each student will be skin tested for tuberculosis with the PPD test. LLU will determine frequency of re-testing for student(s) based on LLU Protocol and Guidelines.
- K. Ensure that, prior to clinical placement, each student will provide to LLU documentation of required immunization(s) as follows:
  - 1. Measles, Mumps, Rubella (MMR)
  - 2. Tetanus/Diphtheria booster
  - 3. Chickenpox
  - 4. Rubella (Two (2) MMRs)
- L. Provide DAAS-PG a copy of a personal information sheet and a set of fingerprints for students if requested to do so by DAAS-PG.
- M. Reserve the right to withhold placement of program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

## **V. MUTUAL RESPONSIBILITIES**

DAAS-PG and LLU shall:

- A. Recognize the specific nature of the clinical experience may vary, agree upon execution of this MOU and within the scope of its provisions, LLU departments may develop letter agreements with their clinical counterparts in DAAS-PG to formalize operational details of the Clinical Education Program.
- B. Retain all records in their original form for a period of three (3) years after termination of the MOU.
- C. 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.

DAAS-PG understands that LLU 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 Sections 2000e-1, 200e-2; Federal Executive Order 11246 (as amended); 41 CFR sections 60-1.5(a)(5); USC section 1681 (a)(3); 34 CFR sections 106.12(a) (b), 106.21, 106.31, 106.39, 06.40, 106.51 and 106.57; California Government Code sections 12926 (d) (1); and title II, Division 4, Chapter 2, Section 7286.5 of the California Code of Regulations, the First Amendment to the United States Constitution and Article I, section 4 of the California Constitution. LLU does not waive any of the foregoing rights, privileges, and exemptions by entering this MOU.

- D. Students participating in the clinical program at the are not officers, employees, agents, or volunteers of DAAS-PG, and as such, are not covered by San Bernadino County's workers' compensation benefits.
- E. CONFIDENTIALITY

Parties to this MOU agree to comply with the provisions of applicable sections of the Welfare and Institutions code, the California Education Code, and/or any other appropriate statute or requirement to assure that:

1. All applications and individual records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
2. No person will photograph, record, publish, disclose, or use, or permit or cause to be published, disclosed or used, any confidential information pertaining to participants receiving services.
3. LLU will ensure students complete the required Security Awareness Training module located at [www.aging.ca.gov](http://www.aging.ca.gov), within thirty (30) days of the start date of this MOU or within thirty (30) days of the start date of any new student. Contractor may substitute the California Department of Aging (CDA) Security

Awareness Training program with its Security Training provided such training meets or exceeds CDA's training requirement.

4. LLU will require students to maintain the confidentiality of patient information obtained during the clinical or instructional experience at DAAS-PG. All information obtain 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 the MOU, as well as all other remedies available at law or in equity. It shall be required of students and supervising faculty they not identify patients in papers, reports, or case studies.

#### F. INDEMNIFICATION AND INSURANCE

1. DAAS-PG and LLU are an authorized self-insured entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, DAAS-PG and LLU have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this MOU.
2. DAAS-PG agrees to indemnify, defend and hold harmless LLU, its officers, employees, agents and/or volunteers from and against any and all liability and expense, including reasonable defense costs and legal fees incurred in connection with any claims or demands for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage resulting from the negligent acts or failures to act of DAAS-PG, its officers, employees, agents or volunteers.
3. LLU agrees to and shall comply with the following indemnification and insurance requirements:
  - a. Indemnification – LLU agrees to indemnify, defend and hold harmless DAAS-PG, its officers, employees, agents and/or volunteers from and against any and all liability and expense, including reasonable defense costs and legal fees, incurred in connection with any claims or demands for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage resulting from the negligent acts or failures to act of LLU, its officers, employees, agents or volunteers.
  - b. Reserved.
  - c. Waiver of Subrogation Rights – LLU shall require the carriers of required coverages to waive all rights of subrogation against DAAS-PG, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit LLU and LLU's employees or agents from waiving the right of subrogation prior to a loss or claim. LLU hereby waives all rights of subrogation against DAAS-PG.

- d. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by DAAS-PG.
- e. Severability of Interests – LLU agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between LLU and DAAS-PG or between DAAS-PG and any other insured or additional insured under the policy.
- f. Proof of Coverage – LLU shall furnish Certificates of Insurance to DAAS-PG evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and LLU shall maintain such insurance from the time LLU commences performance of services hereunder until the completion of such services. LLU will make available for inspection in its Office of Risk Management complete certified copies of the policies and endorsements immediately upon request.
- g. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.
- h. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
- i. Failure to Procure Coverage – In the event that any policy of insurance required under this MOU does not comply with the requirements, is not procured, or is canceled and not replaced, DAAS-PG has the right but not the obligation or duty to cancel the MOU or obtain insurance if it deems necessary and any premiums paid by DAAS-PG will be promptly reimbursed by the LLU.
- j. Insurance Review – Insurance requirements are subject to periodic review by DAAS-PG. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of DAAS-PG. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against DAAS-PG, inflation, or any other item reasonably related to DAAS-PG’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this MOU. LLU agrees to execute any such amendment within thirty (30) days of receipt.



Any failure, actual or alleged, on the part of DAAS-PG to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of DAAS-PG.

- k. LLU agrees to provide insurance set forth in accordance with the requirements herein. If LLU uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, LLU agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the MOU services.

Without in anyway affecting the indemnity herein provided and in addition thereto, LLU shall secure and maintain throughout the MOU term the following types of insurance with limits as shown:

1. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of LLU and all risks to such persons under this MOU.

If LLU has no employees, it may certify or warrant to DAAS-PG that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

2. Commercial/General Liability Insurance – LLU shall carry General Liability Insurance covering all operations performed by or on behalf of the LLU providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse, and underground hazards.
- e. Personal injury.
- f. Two million dollars (\$2,000,000) general aggregate limit.

3. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If LLU is transporting one or more non-employee passengers in performance of MOU services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If LLU owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

4. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury. The coverage shall also apply to automobile liability.
5. Professional Liability Insurance – LLU shall have professional liability coverage with liability limits of not less than one million dollars (\$1,000,000) per occurrence with two million dollars (\$2,000,000) aggregate limit.
6. Abuse/Molestation Insurance – LLU shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.
7. Cyber Liability Insurance – Cyber Liability Insurance with limits of no less than one million dollars (\$1,000,000) for each occurrence or event with an annual aggregate of two million dollars (\$2,000,000) covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy should and cover breach response as well as regulatory fines and penalties.

## **VI. FISCAL PROVISIONS**

There shall be no financial remuneration for the services provided through this MOU.

## **VII. TERM**

This MOU is effective as of December 19, 2023, and shall remain in effect for five (5) years ending on November 30, 2028, but may be terminated earlier in accordance with provisions of Section IX of this MOU.

## **VIII. EARLY TERMINATION**

- A. This MOU may be terminated without cause upon thirty (30) days written notice by either party. DAAS-PG's Director is authorized to exercise DAAS-PG rights with respect to any termination of this MOU. LLU's Director, or his/her appointed designee, has authority to terminate this MOU on behalf of LLU.

- B. If the termination date occurs while a student of LLU has not completed clinical learning experience at DAAS-PG and is in good standing with, the student shall be permitted to complete the scheduled clinical learning experience, and LLU and DAAS-PG shall cooperate to accomplish this goal.

## **IX. GENERAL PROVISIONS**

This MOU may be altered, changed, or amended by mutual agreement of the parties in writing, and approved by the County Board of Supervisors. The MOU shall not be assigned or transferred by either party without the written approval of the other party.

DAAS-PG and LLU acknowledge they are independent Contractors. In no event shall this MOU 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 and such function for the other party, except as specifically provided herein. DAAS-PG and LLU 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 DAAS-PG for any salaries, insurance or other benefits.

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

Loma Linda University School of Nursing  
School of Nursing  
Office of the Dean  
11262 Campus Street  
Loma Linda, CA 92350

San Bernardino County  
Department of Aging and Adult Services-  
Public Guardian  
686 E. Mill Street  
San Bernardino, CA 92415

**X. CONCLUSION**

This MOU, consisting of twelve (12) pages and Attachment, is the full and complete document describing services to be rendered by DAAS-PG to LLU including all covenants, conditions, and benefits.

The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

SAN BERNARDINO COUNTY

▶ \_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

Loma Linda University  
\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

By \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name Richard H. Hart, MD, DrPH  
\_\_\_\_\_  
*(Print or type name of person signing contract)*

Title President  
\_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address 11262 Campus Street  
\_\_\_\_\_  
Loma Linda, CA 92350  
\_\_\_\_\_

Approved as to Legal Form

▶ \_\_\_\_\_  
Jacqueline Carey-Wilson, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

▶ \_\_\_\_\_  
Patty Steven, Contracts Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

▶ \_\_\_\_\_  
Sharon Nevins, Director

Date \_\_\_\_\_

**LOMA LINDA UNIVERSITY  
SCHOOL OF NURSING**

- Undergraduate Programs: