

# MEMORANDUM OF AGREEMENT

## Parties

This Memorandum of Agreement (“MOA”) is made by and among the County of San Diego, **Edgemoor Hospital Distinct Part Skilled Nursing Facility (DPSNF)** “and **Grossmont Health Occupations Center**. The parties to this MOA may be referred to herein collectively as the “parties” or individually as a “party.”

## Recitals

The County provides health and comprehensive skilled nursing facility related services to its clients.

The Grossmont Health Occupations Center provides education and training in the health field to its clients.

The parties each receive funds for the provision of certain healthcare and education services to their respective clients.

The parties desire that Edgemoor DPSNF provide supervised practice and clinical experience for students from the Grossmont Health Occupations Center as part of their learning curriculum.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of MOA:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other party in writing of such change. Any such change will become effective upon the receipt of such notice by the other party to this MOA. Notice of the authorized representative should be sent to each party as follows:

<p><b><u>County of San Diego</u></b></p> <p>Roland Atencio 655 Park Center Drive Santee, CA 92071 619-596-6370</p>	<p><b><u>Grossmont Union High School District</u></b></p> <p>Grossmont Health Occupations Center 9368 Oakbourne Rd, Santee, CA 92071 619-956-4311 Carol Otjens; Director</p>
--	--

## 2. **Parties’ Responsibilities**

### **Edgemoor DPSNF Responsibilities**

- 2.1 Edgemoor DPSNF shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Edgemoor DPSNF. Edgemoor DPSNF shall provide the opportunities for such students, who shall be supervised by School and Edgemoor DPSNF, to

observe and assist in various aspects of acute care patient care. Edgemoor DPSNF shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational Edgemoor DPSNFs. Edgemoor DPSNF shall at all times retain ultimate control of the Edgemoor DPSNF and responsibility for patient care.

- 2.2 Upon the request of School, Edgemoor DPSNF shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Edgemoor DPSNF or the School.
- 2.3 Edgemoor DPSNF may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.
- 2.4 Any courtesy appointments to faculty or staff by either the School or Edgemoor DPSNF shall be without entitlement of the individual to compensation or benefits for the appointed party.
- 2.5 Edgemoor DPSNF may request School to withdraw or dismiss a student or other Program Participant from the Program at Edgemoor DPSNF when his or her clinical performance or his or her behavior is unsatisfactory to Edgemoor DPSNF; or his or her behavior is disruptive or detrimental to Edgemoor DPSNF and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of this paragraph it is understood that only School can dismiss the Program Participant from the Program at Edgemoor DPSNF.

### **3. Grossmont Health Occupations Center Responsibilities**

- 3.1 Clinical Program: School shall be responsible for the implementation and operation of the clinical component of its program at Edgemoor DPSNF ("Program"), which Program shall be approved in advance by Edgemoor DPSNF. Such responsibilities shall include, but not be limited to, the following:
  - (i) orientation of students to the clinical experience at Clinic;
  - (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Edgemoor DPSNF;
  - (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Edgemoor DPSNF;
  - (iv) continuing oral and written communication with Edgemoor DPSNF regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
  - (v) supervision of students and their performance at Edgemoor DPSNF;
  - (vi) participation, with the students, in Edgemoor DPSNF Quality Assurance and related programs;
  - (vii) performance of such other duties as may from time to time be agreed to between School and Edgemoor DPSNF.
- 3.2 All students, faculty, employees, agents and representatives of School participating in the Program at Edgemoor DPSNF (the "Program Participants") shall be accountable to the Edgemoor DPSNF Director of Nursing or designee.
- 3.3 Both Edgemoor DPSNF and School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and the County Privacy and Security Expectations.

- 3.4 Health of Participants: All Program Participants shall pass a medical examination acceptable to Edgemoor DPSNF prior to their participation in the Program at Edgemoor DPSNF at least once a year or as otherwise required by State law. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Edgemoor DPSNF. In no event shall Edgemoor DPSNF be financially or otherwise responsible for said medical care and treatment.
- 3.5 Dress Code; Breaks: School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Edgemoor DPSNF standards regarding same. All Program Participants shall remain on the Edgemoor DPSNF premises for breaks.
- 3.6 Performance of Services: All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Edgemoor DPSNF. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Edgemoor DPSNF and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Edgemoor DPSNF or the performance of services therein.
- 3.7 Background Checks: School agrees to perform or engage a third party to perform criminal background checks and drug screenings on all persons participating in the affiliation program contemplated by this Agreement prior to their presentation to Edgemoor DPSNF. School shall not permit any person who has been convicted of any offense other than a minor traffic violation to participate in the affiliation at Edgemoor DPSNF.
- 3.8 Insurance: Within 10 working days prior to the inception of the contract Contractor shall submit to County certificates of insurance and appropriate separate endorsements to the actual insurance policy, evidencing that the Contractor has obtained for the period of the Contract, at its sole expense insurance in the following forms of coverage and minimum amounts specified from insurance carriers with a Best's Rating of not less than A-, VII or a company of equal financial stability approved in writing by County's Risk Management Division.
- a. An occurrence policy of Commercial General Liability insurance insuring Contractor against liability for bodily injury, personal injury or property damage arising out of or in connection with the Contractor's performance of work or service under this Contract of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The County of San Diego, its officers, agents, employees, and volunteers shall be added as Additional Insured by separate endorsement to the policy.
  - b. Statutory Workers' Compensation, as required by State of California and Employer's Liability at \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
  - c. Comprehensive Automobile Liability covering all owned, non-owned and hired vehicles for bodily injury and property damage of not less than \$1,000,000 each accident.

- d. Professional Liability required at \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Certificates of insurance provided by Contractor must evidence that the insurer providing the policy will give County 30 days' written notice, at the address shown in the section of the Contract entitled "Notices," in advance of any cancellation, lapse, reduction or other adverse change respecting such insurance.

The County of San Diego shall retain the right to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required. County requirements shall be reasonable. County retains the right to demand a certified copy of any insurance policy required herein after 15 days notice.

- 3.9 **Indemnity:** County shall not be liable for, and Grossmont Union High School District shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this MOA and arising either directly or indirectly from any act, error, omission or negligence of Grossmont Union High School District or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Grossmont Union High School District shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
4. **Conformance With Rules And Regulations:** Grossmont Union High School District shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Grossmont Union High School District shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
5. **Permits and Licenses:** GROSSMONT certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
6. **Governing Law:** This MOA shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
7. **Third Party Beneficiaries Excluded:** This MOA is intended solely for the benefit of the County and Grossmont Union High School District. Any benefit to any third party is incidental and does not confer on any third party to this MOA any rights whatsoever regarding the performance of this MOA. Any attempt to enforce provisions of this MOA by third parties is specifically prohibited.

8. **Amendments to MOA:** Any party may propose amendments to this MOA by providing written notice of such amendments to the other party. This MOA may only be amended by a written amendment signed by each party's administrative.
  
9. **Severability:** If any terms or provisions of this MOA or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this MOA, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOA shall be valid and enforced to the maximum extent permitted by law.
  
10. **Full Agreement:** This MOA represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.
  
11. **Scope of MOA:** This MOA only applies to the program described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this MOA.
  
12. **Term:** This MOA shall become effective on the date all of the parties have signed this MOA, and be in force for two years from the date of signing.
  
13. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this MOA for convenience in whole or in part, at any time.
  
14. **Counterparts:** This MOA may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

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

County of San Diego,  
 Health & Human Services Agency  
 Edgemoor Hospital

By: \_\_\_\_\_  
 NICK MACCHIONE, MS, MPH, FACHE, Director

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

Grossmont Union High School District

By: \_\_\_\_\_  
 Theresa Kemper, Asst. Superintendent