MEMORANDUM OF UNDERSTANDING
Between County of Sonoma and University of Nevada, Reno

This Memorandum of Understanding (MOU), dated as of **6-27-2018** (hereinafter “Effective Date”), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”) and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (hereinafter (“University”). The purpose of this MOU is to establish the roles and responsibilities of the parties in the provision of student intern services in County’s Department of Health Services.

RECITALS

WHEREAS, in the judgment of County’s Director of the Department of Health Services, it is desirable to provide field work placements for University students; and

WHEREAS, University represents that it is a duly qualified and accredited educational institution providing Community Health Sciences education and related services; and

WHEREAS, University desires Community Health Sciences students to gain public health field experience.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

1. **County’s Roles and Responsibilities**
   
   1.1. Field Education Experience
   
   Permit each University student designated by University who has met the requirements of Section 2.4 (Student Responsibilities) (hereinafter “Student”) to receive clinical field experience at County, and permit such Students access to appropriate facilities for such field experience. County shall accept from University a mutually agreed upon number of Students in County’s clinical field experience internship program (“Program”).

   1.2. Field Designee
   
   County will designate a member of its staff (“Field Designee”) to participate with University’s designee in planning, implementing, and coordinating the Program. County will permit Field Designee and other designated personnel to coordinate the Program provided for under this MOU.

   1.3. Orientation
   
   County shall provide an orientation for Students.

   1.4. Student Supervision
   
   County shall permit Students to participate in direct services for clients only when under the supervision of a registered, licensed or certified professional on County’s staff. Students shall work, perform assignments, and participate in staff meetings and in-service educational programs at the discretion of their County-designated supervisor.
1.5. Records and Evaluations
County shall maintain records and reports on each Student’s performance and provide an evaluation to University.

1.6. Code of Ethics
Services performed by Student and the supervision provided by County will be in accordance with Community Health Sciences ethics and values as specified in the “University” Student Code of Conduct.

1.7. Assignments
County will provide field experience services, including individual client control, assessment, and plan development, and ensure that service coordination performed by Student is consistent with Student’s training, education, and experience.

1.8. Communication
Communicate with University any concern regarding Student’s learning or functioning, or if specific circumstances arise which require County to ask that Student be withdrawn from the placement during the school year.

1.9. Withdrawal of Student
County may withdraw from the Program, at its sole discretion, any Student who County determines is not performing satisfactorily; fails to follow County’s administrative policies, procedures, rules and regulations; or violates any federal or state laws.

2. University's Roles and Responsibilities

2.1. Field Education Experience
Designate enrolled University School of Community Health Sciences Students for School of Community Health Sciences experience at County in such numbers as are mutually agreed to by both parties.

2.2. Evaluation and Monitoring
University is responsible for monitoring the learning experiences of Student. In consultation and coordination with County Community Health Sciences Program Manager, University will arrange for periodic conferences between appropriate representatives of University and County to evaluate the Program provided under this MOU.

2.3. Accountability
Be responsible for Student's professional activities, conduct, and monitoring of learning experience while at County.

2.4. Student Responsibilities
Prior to assignment of Student to County as an intern, University shall require Student to complete, sign, and submit the following documents to County’s Department of Health Services, Human Resources Unit (hereinafter “Human Resources Unit”):

a. Student Field Placement MOU Addendum – Responsibility of Student (Exhibit A)
b. County of Sonoma – Intern Contract (Exhibit B)
c. County of Sonoma – Employment Application (online)
d. County of Sonoma – Authorization to Release Form (for reference check) (Exhibit C)

Student will not be eligible for assignment to County as an intern until this MOU is fully executed, the documents required under this Section 2.4 have been submitted to County's Human Resources Unit, and County's Human Resources Unit has approved Student's intern assignment.

2.5. Student Insurance

University shall inform each Student in the Program that the Student shall, at the Student’s sole cost and expense, procure and maintain in force during the term of his/her assignment to County, insurance as specified in Exhibit D (Insurance Requirements). Prior to Student participation in the Program, University agrees to verify Student compliance with Exhibit D, Section II (Insurance to be Maintained by Student) and to provide County with required Certificate of Insurance.

3. Term of MOU

The term of this MOU shall be from May 21, 2018 through May 20, 2021 unless terminated earlier in accordance with the provisions of Section 4 below.

4. Termination

4.1. Termination without Cause

Notwithstanding any other provision of this MOU, at any time and without cause, each party shall have the right, in its sole discretion, to terminate this MOU by giving thirty (30) days written notice to University.

4.2. Termination for Cause

Notwithstanding any other provision of this MOU, should either party fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violate any of the terms of this MOU, the other party may immediately terminate this MOU by giving University written notice of such termination, stating the reason for termination.

5. Insurance

With respect to this MOU, each party shall maintain insurance and/or self-insurance as described in Exhibit D (Insurance Requirements), which is attached hereto and incorporated herein by this reference.

6. Confidentiality

6.1. Confidentiality of Client Information

Both parties agree to maintain the confidentiality of all client medical records and client information in accordance with all applicable state and federal laws and regulations. Further, all Students will receive training on County policies and administrative requirements regarding the confidentiality of mental health and/or alcohol and drug
abuse records and client information and both parties agree to comply with such requirements.

6.2. Confidentiality of Student Information

County understands and agrees that all student education records regarding the University's students belong to University, including those student records created by the County, that the confidentiality of all such records are protected by the Federal Family Education and Privacy Rights Act (FERPA), 20 U.S.C. § 1232(g) and that the parties will abide by all of FERPA's provisions.

7. Method and Place of Giving Notice

All notices shall be made in writing and shall be given by personal delivery, U.S. mail, or courier service. Notices shall be addressed as follows:

<table>
<thead>
<tr>
<th>County of Sonoma</th>
<th>County of Sonoma</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Department of Health Services</td>
</tr>
<tr>
<td></td>
<td>3313 Chanate Road</td>
</tr>
<tr>
<td></td>
<td>Santa Rosa, CA 95404</td>
</tr>
<tr>
<td>Joe Cline</td>
<td>Joe Cline</td>
</tr>
<tr>
<td>Vice Provost, Undergraduate Education</td>
<td>Vice Provost, Undergraduate Education</td>
</tr>
<tr>
<td>University of Nevada, Reno</td>
<td>University of Nevada, Reno</td>
</tr>
<tr>
<td>1664 N. Virginia Street Clark, Admin 110</td>
<td>1664 N. Virginia Street Clark, Admin 110</td>
</tr>
<tr>
<td>Reno, NV 89557</td>
<td>Reno, NV 89557</td>
</tr>
<tr>
<td>(775) 784-1740</td>
<td>(775) 784-1740</td>
</tr>
<tr>
<td><a href="mailto:cline@unr.edu">cline@unr.edu</a></td>
<td><a href="mailto:cline@unr.edu">cline@unr.edu</a></td>
</tr>
</tbody>
</table>

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. Mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

8. Extra or Changed Work

Extra or changed work or other changes to the MOU may be authorized only by written amendment to this MOU, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive MOU requirements. Failure of University to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the MOU price or MOU time.
due to such unauthorized work and thereafter University shall be entitled to no compensation whatsoever for the performance of such work. University further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of County.

9. Dispute Resolution

If any conflicts or disputes arise between the two parties, involved staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties and any person involved.

10. Student Status

Student is not an employee of County or University and is not entitled to any benefits or financial reimbursement during placement unless otherwise arranged for and stated in writing with County and University. University shall defend and indemnify County, if needed, on any challenges to Student’s status.

11. Merger

This writing is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this MOU, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this MOU. No modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by both parties.

§ The remainder of this page has intentionally been left blank. §
IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

The Board of Regents of the Nevada System of Higher Education
on behalf of the University of Nevada, Reno

[Signature]
Joe Cline, Vice Provost,
Undergraduate Education

Date 6/27/18

COUNTY OF SONOMA:
Certificates of Insurance on File with County:

[Signature]
Barbie Robinson, Director
Department of Health Services

Date

Approved as to Substance:

[Signature]
Division Director or Designee

Date 6/4/2018

Approved as to Form:

[Signature]
County Counsel

Date 6/4/18
Exhibit A. Student Field Placement MOU Addendum – Responsibility of Student

A. **Student Status:** Student is not an employee of County or University and is not entitled to any benefits or financial reimbursement during placement unless otherwise arranged for and stated in writing with County and University.

B. **General Conduct:** Student has the responsibility to act professionally and ethically, to maintain confidentiality, and to give priority to client’s rights and needs over his or her own. Student will follow County and University policies, procedures, programs, and operating standards. In addition, Student agrees to abide by County’s rules, regulations, and ordinances and to comply with all federal and state laws and regulations.

C. Student shall maintain insurance as described in Exhibit D, Section II.

D. **Medical Records:** Student will complete all required documentation such as progress notes and County-specific forms.

E. **Code of Ethics:** Student will perform services in nature as specified in the School of Community Health Sciences ethics and values as specified in the “University” Student Code of Conduct. Students will not be asked to transport third-party passengers.

F. **Confidentiality:** Student will maintain the confidentiality of client information.
   a. No Student shall have access to or have the right to receive any medical record except when necessary in the regular course of the field experience. The discussion, transmission, or narration in any form by Students of any individually identifiable client information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience or as may be required by state or federal law.
   b. Neither University employees nor agents shall be granted access to individually identifiable information unless client has first given consent using a form approved by County that complies with applicable state and federal laws, including the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations.
   c. Student shall use de-identified information only in any discussions about the field experience with University, its employees, or agents.
   d. Student agrees to maintain the confidentiality of all client medical records and client information in accordance with all applicable state and federal laws and regulations. Further, Student agrees to comply with all statutory and administrative requirements applicable to the County regarding the confidentiality of mental health and/or alcohol and drug abuse records and client information. Student shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any purpose.

<Name of Student>, Student

Date
Exhibit B. County of Sonoma – Intern Contract

County of Sonoma
Internship Program

Human Resources Department
578 Administration Drive, Suite 116-B, Santa Rosa, CA 95403
Phone: 565-2311 Fax: (707) 566-3770

INTERN CONTRACT

<table>
<thead>
<tr>
<th>Intern Name:</th>
<th>County Department:</th>
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<tbody>
<tr>
<td>Phone Number:</td>
<td>Division:</td>
</tr>
<tr>
<td>E-mail:</td>
<td></td>
</tr>
<tr>
<td>Street Address:</td>
<td>Intern's Supervisor:</td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td></td>
<td>Supervisor's Phone Number:</td>
</tr>
<tr>
<td></td>
<td>Supervisor's E-mail:</td>
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</tbody>
</table>

INTERN'S EMERGENCY CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Name:</th>
<th>Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Emergency Contact’s Relationship to Intern:</td>
<td></td>
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</tbody>
</table>

Do you require any special accommodations in order to perform the duties of this volunteer/intern position? □ Yes □ No If yes, please explain:

<table>
<thead>
<tr>
<th>WORK DAYS/HOURS</th>
<th>DURATION OF CONTRACT</th>
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<tbody>
<tr>
<td>Mon.</td>
<td>Tues.</td>
</tr>
<tr>
<td>□ Flexible</td>
<td></td>
</tr>
<tr>
<td>□ On-Call as needed</td>
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</tbody>
</table>

Total Hours Per Week:

I have reviewed the job description and am prepared to fulfill my responsibilities for the duration of the contract. I will notify my supervisor if I’m unable to work the above schedule. I have no known injuries, illnesses or physical conditions that preclude my placement in this position. I understand that volunteering does not constitute employment with the County.

Signature of Intern: ____________________________

Date: ____________________________

I have reviewed the job description and am prepared to see that training is provided, to provide supervision, support, and evaluation in order to assist the intern in fulfilling his/her responsibilities.

Signature of Supervisor: ____________________________

Date: ____________________________

County of Sonoma reserves the right to terminate this contract at any time with or without cause.
Exhibit C – Authorization to Release Form (for reference check)

AUTHORIZED TO RELEASE FORM

TO WHOM IT MAY CONCERN:

I am an applicant for the position of ____________________ with the County of Sonoma, Department of Health Services. I fully understand that my prospective employer may conduct an investigation into my personal fitness to serve in this capacity.

I hereby authorize you, your organization, its Custodian of Records, and/or persons in your employ to release any and all information which you may have concerning me, including information which may be of a confidential, privileged, and/or derogatory nature, including, but not limited to, employment information, education records and transcripts, and/or any other information which you may possess.

I also indemnify, release, and hold harmless you, your organization, its officers, agents and assigns from any liability or damages, whether in law or in equity, now and in the future, for furnishing the information requested by the bearer of this authorization form.

I certify that I have read this authorization form and understand its meaning and purpose. I may revoke the authorization to release records at any time by delivering in writing, such revocation to you/your organization. I understand that the waiver, release, and hold harmless provisions of this authorization apply to all records or organizations that release records, prior to the revocation of this authorization.

Name of Applicant (Please print or type)

Signature of Applicant Date

3313 Chanate Road, Sonoma, CA 95404 • phone (707) 565-4778 • fax (707) 565-7849

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Exhibit D – Insurance Requirements (Public Institutions)

Section I – Insurance to be Maintained by County and School

Each party shall maintain insurance and/or self-insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. The insurance shall be maintained for the entire term of this MOU.

The parties reserve the right to review any and all of the required insurance policies and/or endorsements, but have no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this MOU or failure to identify any insurance deficiency shall not relieve the parties from, nor be construed or deemed a waiver of, their obligation to maintain the required insurance at all times during the term of this MOU.

1. Workers Compensation and Employers Liability Insurance
   a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California and the Nevada Revised Statutes, as applicable.
   b. Employers Liability with limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.

2. General Liability Insurance
   a. Commercial General Liability Insurance or equivalent on a standard occurrence form, no less broad than ISO form CG 00 01.
   b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate.
   c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Each party is responsible for its own deductible or self-insured retention.
   d. University shall fund its deductible or self-insured retention upon written request of County, regardless of whether University has a claim against the insurance or is named as a party in any action involving the County.
   e. County shall fund its deductible or self-insured retention upon written request of University, regardless of whether County has a claim against the insurance or is named as a party in any action involving the University.
   f. University shall provide an endorsement naming County of Sonoma, its Officers, Agents and Employees as an additional insured with respect to activities under this MOU. County shall provide an endorsement naming University as an additional insured with respect to activities under this MOU. Such insurance shall be primary to, and non-contributory with, any insurance or self-insurance maintained by the additional insured.
   g. Required Evidence of Insurance:
      i. Copy of the additional insured endorsement or policy language granting additional insured status; and
      ii. Certificate of Insurance.

3. Automobile Liability Insurance
   a. The University is self-insured for its automobile property damage exposure funded by the State of Nevada.
b. County shall have automobile liability insurance with the following minimum limits: $1,000,000 combined single limit per accident.

c. Insurance shall apply to all owned, hired and non-owned vehicles.

d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limit: $1,000,000 per occurrence.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the May 21, 2018.

d. Required Evidence of Insurance: Certificate of Insurance.

5. Documentation

a. All required Evidence of Insurance shall be submitted prior to the execution of this MOU. The parties agree to maintain current Evidence of Insurance on file with each other for the entire term of this MOU or any extensions thereof.

b. The name and address for Additional Insured endorsements and Certificates of Insurance provided by University to County is: County of Sonoma, Department of Health Services, 3313 Chanate Road, Santa Rosa, CA 95404.

c. The name and address for Additional Insured endorsements and Certificates of Insurance provided by County to Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno, 1664 N. Virginia Street, Reno, NV 89557.

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

6. Policy Obligations

a. The foregoing insurance requirements shall not limit either party’s indemnity and other obligations.

7. Material Breach

If University fails to maintain insurance which is required pursuant to this MOU, it shall be deemed a material breach of this MOU. County, at its sole option, may terminate Student’s internship. This remedy shall be in addition to any other remedies available to County.