

MEMORANDUM OF UNDERSTANDING

Between County of Sonoma and The Regents of the University of California

This Memorandum of Understanding (MOU), dated as of _____ (hereinafter "Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and The Regents of the University of California (San Francisco), a corporation described in California Constitution Art. IX, Sec.9, on behalf of the University of California, San Francisco, School of Medicine (hereinafter "Regents"). 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 Regents students; and

WHEREAS, Regents represents that it is a duly qualified and accredited educational institution providing a physical therapy program, and related services; and

WHEREAS, Regents desires physical therapy program students to gain field experience in accordance with the requirements of the Commission on Accreditation in Physical Therapy Education ("CAPTE") (the "Accreditation Organization").

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 Regents student designated by Regents 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 Regents a mutually agreed upon number of Students in County's clinical field experience internship program ("Program"). County shall maintain adequate staff and facilities at County locations covered by this MOU to meet the educational goals and objectives of the Regents' Program, and in a manner consistent with the standards and requirements established by the Regents and the applicable Accreditation Organizations. A list of County's sites that are provided for under this MOU is attached hereto and incorporated herein as Exhibit F. County may not assign Students to locations other than those described in Exhibit F without the prior written consent of Regents.

1.2. Field Designee

County will designate a member of its staff ("Field Designee") to participate with Regents' 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 of the type and scope provided by County to its new employees, including, but not limited to, information about County's security measures, fire

safety and disaster protocols, and any additional recommended personnel safety and security precautions.

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. County shall structure supervisory schedules at County's facilities in a manner that assures the Program Director that adequate faculty supervision is readily available to Students. County shall ensure that County clinicians who are supervising Students at County facilities are duly appointed as County employees or independent contractors, and are appropriately credentialed and/or licensed in compliance with applicable Accreditation Organization standards. Supervisory clinicians at County's facilities who supervise and manage Students' work shall do so under the ultimate direction of the Regents' Program Directors.

1.5. Records and Evaluations

County shall maintain records and reports on each Student's performance and provide an evaluation to Regents.

1.6. Code of Ethics

Services performed by Student and the supervision provided by County will be in accordance with the American Physical Therapy Association Code of Ethics for Physical Therapists.

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. County shall provide services and develop systems to minimize the work of Students that is extraneous to their educational programs. County shall cooperate with Regents to ensure that Students assume progressively increasing and appropriate responsibility in accordance with their levels of education, ability, and experience. County shall implement schedules for Students in conjunction with Regents' Program Director and in accordance with Regents' educational goals and objectives and the applicable requirements of the Program and Accreditation Organizations, as follows: (a) County shall promote the Program's educational goals by ensuring that Students' learning objectives are not compromised by excessive reliance on Students to fulfill institutional service obligations. The parties acknowledge and agree, however, that hours must reflect the fact that responsibilities for continuing patient care are not automatically discharged at specific times. Programs must ensure that Students are provided appropriate backup support when patient care responsibilities are especially unusual, difficult, or prolonged; (b) County shall ensure that Student hours are not excessive. The structuring of hours shall ensure a work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of Students, and the applicable requirements of the Program and Accreditation Organizations.

1.8. Communication

Communicate with Regents 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. County shall cooperate with and assist Regents in investigating facts which may serve as a basis for taking any disciplinary or academic action against a Student, Regents faculty member, and/or Regents employee, unless such information is confidential or legally protected. Regents shall be responsible for the discipline of Students, Regents faculty members, and/or Regents employees in accordance with Regents' applicable policies and procedures. Regents may, but need not, consult with County concerning any proposed disciplinary action.

1.10 Facility Licensure and Inspection

County shall maintain its license as a medical facility and comply with all applicable laws, regulations, The Joint Commission ("TJC"), and Accreditation Organization requirements. County shall notify Regents within five business days of receipt of notice that County is not in compliance with any such laws, regulations, TJC and/or Accreditation Organization requirements. County shall permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of Regents and/or its educational programs.

1.11 Notification of Events

With respect to any professional services performed by Students under this MOU, County shall notify Regents and its Program Directors (defined below) as follows:

- a. Immediately upon initiation of an investigation of a Student or Regents faculty member,
- b. Within five (5) business days after receipt of service of a complaint, summons, or notice of a claim naming a Student or Regents faculty member,
- c. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a Student or Regents faculty member has been named or in which a settlement is being proposed on their behalf; or
- d. Prior to making a report to the National Data Bank or the the Physical Therapy Board of California in which a Student or Regents faculty member is named.

1.12. Student Health and Safety

County shall protect the health and safety of Students on rotation at County's facilities by providing each Student with the following:

- a. Orientation of the type and scope provided by AFFILIATE to its new employees, including, but not limited to, information about AFFILIATE's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions

- b. Instruction in County's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in County's protocols for on-the-job injuries including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants
- c. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Student in the event of a needlestick injury to or other exposure of Student to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. The initial care and administration of testing and prophylactic therapy shall be paid for by County. Subsequent care shall be paid for pursuant to the mutual MOU of the parties
- d. Information concerning availability of parking, meals, lockers, and appropriate access to on-call rooms and bathroom/shower facilities

1.13. County Services

County shall provide: (a) Patient support services, such as intravenous services, phlebotomy services, and laboratory services, as well as messenger and transporter services, in a manner appropriate to and consistent with educational objectives and patient care; (b) An effective laboratory, and radiologic information retrieval system appropriate for the conduct of the clinical experience programs and provision of quality and timely patient care; (c) Appropriate security measures to protect Students in all locations, including but not limited to, parking facilities, on-call quarters, hospital and institutional grounds, and related clinical facilities (e.g., medical office building).

1.14. Compliance

County shall provide Regents with a copy of County's corporate compliance program or any such plan or program that describes County's plan for ensuring ethical and legal compliance with all federal and state laws. County shall not require any Regents faculty member or Student to conduct his/her professional behavior in a manner that would contradict the requirements of Regents' corporate compliance program.

1.15. Quality Assurance

County shall conduct formal quality assurance programs and review patient complications and deaths as follows: (a) All Students shall receive instruction in appropriate quality assurance/performance improvement. To the extent possible and in conformance with state law, Students shall participate in appropriate components of County's quality assurance/performance improvement program; (b) County shall have a medical records system that assures the availability of medical records at all times and documents the course of each patient's illness and care. The medical records system must be adequate to support the education of Students and quality-assurance/performance improvement activities, and to provide a resource for scholarly activity.

2. Regents' Roles and Responsibilities

2.1. Field Education Experience

Designate enrolled University physical therapy program Students for physical therapy program experience at County in such numbers as are mutually agreed to by both parties. Commencing on the date set forth in Section 3, Term of MOU, and subject to the provisions in Section 1 above, Regents may assign Students for rotation at County sites. Regents shall establish the educational goals and objectives of its clinical experience programs in a manner consistent with the standards and requirements set forth by Regents and the applicable Accreditation Organizations. Such goals and objectives shall reflect Regents' commitment to providing the highest quality in education and training programs to Students. A list of Regents' educational programs that are covered by this MOU is attached hereto and incorporated herein as Exhibit E. Regents shall ensure that its clinical experience programs provide appropriate supervision for all Students, as well as a schedule and work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of Students, and the applicable requirements of the Accreditation Organizations.

2.2. Evaluation and Monitoring

Regents is responsible for monitoring the learning experiences of Student. In consultation and coordination with County Medical Therapy Program Manager, Regents will arrange for periodic conferences between appropriate representatives of Regents and County to evaluate the Program provided under this MOU. Regents shall cooperate with County in coordinating and reviewing work schedules of Students while at County. The parties agree that such schedules shall reflect Regents' educational mission and shall not be compromised by the reliance on Students to fulfill institutional service obligations. Regents shall ensure, in cooperation with County, that Students assume progressively increasing responsibility according to their levels of education, ability, and experience. Regents shall determine the appropriate level of responsibility accorded to each Student. Regents shall develop and implement a mechanism for determining evaluation of the performance of Students to include, where appropriate, input from County. Regents shall maintain records and reports concerning the education of Students and of Students' time spent in the various educational activities referred to in this MOU, as may be required by Regents, Accreditation Organizations and/or for compliance with the regulations, guidelines, and policies of third-party payors.

2.3. Compliance

Regents shall provide County with a copy of Regents' corporate compliance program or any such plan or program that describes Regents' plan for ensuring ethical and legal compliance with all federal and state laws. Regents shall not require any duly appointed County employee or independent contractor to conduct his/her professional behavior in a manner that would contradict the requirements of County's corporate compliance program.

2.4. Accountability

Regents shall require Students to comply with County's applicable Medical Staff Bylaws & Rules and Regulations, and County's policies, procedures and guidelines.

2.5. Student Responsibilities

Prior to assignment of Student to County as an intern, Regents shall inform Student of the requirement that Student 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.

2.6. Student Insurance

County has relied on Regents' representation that Regents' insurance covers students whose activities are within the course and scope of their education program.

2.7. Program Director

For each Regents' clinical experience program provided for under this MOU, Regents shall designate a member of Regents' faculty to provide coordination, oversight and direction of Students' educational activities and assignments while at County's facilities (hereafter "Program Directors" or "Regents' Program Directors"). The Program Directors shall also act as liaisons with County.

3. Term of MOU

The term of this MOU shall be from January 1, 2026 through December 31, 2030 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, either party shall have the right, in its sole discretion, to terminate this MOU by giving ninety (90) days written notice to the other Party.

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 the breaching party 30 days' written notice of such termination, stating the reason for termination.

5. Indemnification

Both County and Regents are public entities under Government Code Section 895.2. Pursuant to Government Code Section 895.4, each party shall assume liability for bodily injury or death and property damage caused by its negligence or willful misconduct arising from or connected with its performance under this MOU to the extent that such liability would be imposed in the absence

of Government Code Section 895.2. To that end, each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense arising from or in connection with the performance of this MOU but only in proportion to and to the extent such claims, loss, proceedings, damages, causes of action, liability, costs, or expense are caused by or result from the negligent or intentional acts or omissions of each party, its officers, agents, and employees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under worker’s compensation acts, disability benefit acts, or other employee benefit acts. The provisions of Civil Code Section 2778 are made a part hereof as if fully set forth.

6. 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.

7. Confidentiality

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, both parties agree to comply with all statutory and administrative requirements applicable to this MOU regarding the confidentiality of mental health and/or alcohol and drug abuse records and client information.

8. 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:

County of Sonoma	Mary Miller, PT California Children’s Service Medical Therapy Manager Public Health Division Department of Health Services County of Sonoma 1355 Industrial Avenue Petaluma CA 94952 707-565-8189 maryb.miller@sonoma-county.org
The Regents of the University of California	Amber Fitzsimmons, DPTSc Department Chair, Physical Therapy The Regents of the University of California 521 Parnassus Avenue, Mailroom 0104 San Francisco CA 94143 415-514-6771 amber.fitzsimmons@ucsf.edu

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.

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 Regents and is not entitled to any benefits or financial reimbursement during placement unless otherwise arranged for and stated in writing with County and Regents. Execution of this MOU shall not be construed to guarantee, set guidelines for or govern any MOUs between the parties regarding compensation to Regents, including compensation intended to reimburse Regents for the costs it incurs in connection with Students salaries, benefits, and/or other administrative expenses. Any and all financial consideration between Regents and County shall be the subject of a separate written MOU, signed by both parties and approved in accordance with each party's applicable policies and procedures. During the period in which a Student is assigned to the County, the Student shall be under the ultimate direction and control of the Regents' Program Director or, in the Program Director's absence, his/her designee(s). It is expressly agreed and understood by Regents and County that Students are present at the County's facilities to participate in activities and assignments that are of educational value to Students, and that are appropriate to the course and scope of Regents' Program and consistent with applicable Program and Accreditation Organization requirements.

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.

12. Applicable Law and Forum

This MOU shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this MOU or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the City of Santa Rosa, in the County of Sonoma.

13. Independent Contractor

Nothing in this MOU is intended to create nor shall it be deemed or construed to create any

relationship between Regents and County hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this MOU. Neither Regents nor County hereto, nor any of their respective officers, directors, Students or employees shall be construed to be the agent, employee or representative of the other. Regents and County agree that each of them shall have sole responsibility for the payment of any and all of its own applicable federal, state, and local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable federal, state, and local laws and regulations.

14. Use of Name

The parties agree that any use of the “UCSF,” or the “University of California” name or other similar references to the University of California San Francisco, its physicians or facilities, shall be subject to the prior written approval of The Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

15. Professional and Administrative Responsibility

Pursuant to Title 22, Section 70713 of the California Code of Regulations, and to the extent permitted by law and not inconsistent with other provisions of this MOU, County shall retain professional and administrative responsibility for the services rendered to its patients.

16. Discrimination – Prohibition

Regents and County agree not to engage in unlawful discrimination against or harassment of any Student pursuant to this MOU on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws and Regents policies.

17. Cooperation In Disposition of Claims

County and Regents agree to cooperate with each other in the timely investigation and disposition of certain audits, disciplinary actions and third-party liability claims arising out of any services provided under this MOU. To the extent allowed by law, County and Regents shall have reasonable and timely access to the medical records, charts, and/or de-identified quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this MOU. Provided, however, that nothing shall require either County or Regents to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege. Regents shall be responsible for discipline of Students and Regents faculty in accordance with Regents’ applicable policies and procedures.

To the extent allowed by law and in accordance with the applicable institution policies, the parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. County shall notify Regents of any disciplinary concern involving Students and Regents personnel that it becomes aware of, including but not limited to allegations of sexual harassment or sexual violence. The failure to provide notice shall not be deemed a breach of the MOU, and such failure to do so shall not relieve the indemnifying party of its indemnity obligations if such delay does not prejudice the defense thereof.

It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this MOU, and making witnesses available; provided, however only to the extent consistent with Regents policies and only so long as any personnel assistance by Regents does not materially interfere with any Regents' employee's performance of his or her Regents employment responsibilities.

18. Counterparts; Electronic Copies

This MOU may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this MOU by facsimile, electronic signature, .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this MOU. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties to this document agree that a digital signature or copy of the original signature may be used for any and all purposes for which the original signature may have been used. The parties agree they will have no rights to challenge the use or authenticity of this document based solely on the absence of an original signature.

19. Exhibits

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this MOU.

20. Disclosure of Protected Health Information (PHI)

The parties acknowledge and agree as follows: (a) The Health Insurance Portability and Accountability Act (HIPAA) and the HIPAA regulations (45 CFR Parts 160 and 164) permit covered entities to use and disclose Protected Health Information ("PHI") without patient authorization for certain specified purposes, one of which is for health care operations; (b) Health care operations, as defined under HIPAA, include the training and educational programs of covered entities, accreditation and credentialing activities; (c) Regents and County are each covered entities as defined by HIPAA; (d) Regents and County may each disclose PHI to the other as necessary to carry out its respective training and educational programs, as well as to meet the accreditation and credentialing requirements of each institution; (e) Regents and County each represent to the other that all members of its workforce who use, create or disclose PHI, including, as applicable, its faculty, medical staff, employees and Students, have received training as required by HIPAA; (f) County shall permit Accreditation Organizations or accrediting entities, acting on behalf of Regents as Regents' Business Associates, to access the PHI maintained by the County that is necessary for those organizations or entities to conduct their accreditations of Regents; (g) Regents and County may disclose such PHI as is necessary for the healthcare operations of the other.

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IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

The Regents of the University of California

Date _____
Amber Fitzsimmons, DPTSc
Department Chair, Physical Therapy

COUNTY OF SONOMA:

Approved; Certificates of Insurance on File with County:

Date _____
Nolan Sullivan, Director
Department of Health Services

Approved as to Substance:

Date _____
Division Director or Designee

Approved as to Substance:

Date _____
Privacy & Security Officer or Designee

Exhibit A. Student Field Placement MOU Addendum – Responsibility of Student

- A. **Student Status:** Student is not an employee of County or Regents and is not entitled to any benefits or financial reimbursement during placement unless otherwise arranged for and stated in writing with County and Regents.
- 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 Regents 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 insurance coverage is provided through The Regents of the University of California for activities performed within the course and scope of the Student's education program..
- 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 physical therapy program ethics and values APTA (American Physical Therapy Association). 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 Regents 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 Regents, 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.
 - e. Student agrees to sign County's confidentiality statement and complete County's Health Information Privacy and Security Training upon reporting to County.

Date _____

<Name of Student>, Student

Exhibit B. County of Sonoma – Intern Contract



County of Sonoma
Internship Program



Human Resources Department
575 Administration Drive, Suite 116-B, Santa Rosa, CA 95403
Phone: 565-2331 Fax: (707) 565-3770

INTERN CONTRACT

Intern Name:			County Department:		
Phone Number:			Division:		
E-mail:					
Street Address:			Intern's Supervisor:		
City:	State:	Zip Code:	Supervisor's Phone Number:		
			Supervisor's E-mail:		
Intern Position Title:					

INTERN'S EMERGENCY CONTACT INFORMATION	
Name:	Phone:
Address:	
Emergency Contact's Relationship to Intern: Do you require any special accommodations in order to perform the duties of this volunteer/intern position? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain:	

WORK DAYS/HOURS							DURATION OF CONTRACT	
Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Start Date:	_____
<input type="checkbox"/> Flexible				Total Hours Per Week:			Renewal Date:	_____
<input type="checkbox"/> On-Call/as needed							End Date:	_____
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.							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 Intern:							Signature of Supervisor:	
Date:							Date:	

County of Sonoma reserves the right to terminate this contract at any time with or without cause.

C:\Users\ldorseff\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\P5V2CZAK\Intern Contract.doc

Exhibit C – Authorization to Release Form (for reference check)

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

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.

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.
 - b. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - c. Required Evidence of Insurance: Certificate of Insurance.
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. The insurance shall cover inter-insured suits between County and Regents and include a “separation of insureds” or “severability” clause which treats each insured separately.
 - e. Required Evidence of Insurance:
 - ii. Certificate of Insurance.
3. Automobile Liability Insurance
 - a. Minimum Limits: \$1,000,000 combined single limit per accident.
 - b. Insurance shall apply to all owned, hired and non-owned vehicles.
 - c. Required Evidence of Insurance: Certificate of Insurance.
4. Professional Liability/Errors and Omissions Insurance
 - a. Minimum Limit: \$2,000,000 per occurrence and a general aggregate of \$5,000,000.
 - 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 beginning date of the term as stated in Article 3 of this MOU.
 - 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 Covered Party and Certificates of Insurance provided by Regents to County is: **County of Sonoma, Department of Health Services, 1450 Neotomas Avenue, Suite 200, Santa Rosa, CA 95405.**
- c. The name and address for Additional Covered Party and Certificates of Insurance provided by County to School is:

**UCSF Office of Medical Education
Department Chair, Physical Therapy
Regents of the University of California, The
521 Parnassus Ave, Mailroom 0104
San Francisco CA 94143**

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, upon renewal 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 Regents 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.

Exhibit E – UCSF Programs

This MOU includes the following Programs:

UCSF School of Medicine

1. Graduate Program in Physical Therapy (physical therapy students)

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Exhibit F – County Facilities

Whether or not listed below, this Agreement is intended to cover all AFFILIATE facilities, including, but is not limited to:

County of Sonoma Department of Health Services, Public Health Division
463 Aviation Blvd.
Santa Rosa, CA 95403

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