



July 06, 2009

**AGENCY ADMIN. & FINANCE**  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577  
Tel: (510) 618-3452  
Fax: (510) 351-1367

The Honorable Board of Supervisors  
County Administration Building  
1221 Oak Street  
Oakland, CA 94612

Dear Board Members:

**SUBJECT: Proposed Acceptance of Affiliation Agreement between the California State University, Fullerton and the Public Health Department, Public Health Nursing**

**RECOMMENDATION:**

Approve and authorize the President to sign in original signature six (6) copies of the Affiliation Agreement between the California State University, Fullerton (Location: Fullerton, CA) and Public Health Department, Public Health Nursing for the period July 1, 2009 through June 30, 2014, to provide clinical experience and direct on-site supervision to students of the Bachelor of Science Nursing program.

**SUMMARY/ DISCUSSION/FINDINGS:**

The Alameda County Public Health Nursing Program is entering into an Affiliation Agreement with California State University, Fullerton to provide an environment that is appropriate to the learning needs of the students. The school is requesting that its students use Public Health Nursing facilities for learning experience. The students will participate in clinical training based on the ongoing activities of the Public Health Department. A Public Health Nursing liaison will assist in the selection of appropriate projects or programs for student education and experience. Public Health Nursing shall have ultimate responsibility for client care and services, and will provide an orientation to the faculty and students that includes expectations regarding student affiliation and interpretation of policy and procedures that impacts patient/client care.

P.O./Contract #: \_\_\_\_\_

**COUNTY OF ALAMEDA, STATE OF CALIFORNIA  
AFFILIATION AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the COUNTY OF ALAMEDA, State of California, through its Health Care Services Agency, Public Health Nursing hereinafter referred to as "County" and the Nursing School Clinical Rotation, the State of California acting through the Trustees of the California State on behalf of California State University Fullerton, hereinafter referred to as "Provider".

**WITNESSETH**

**WHEREAS, Provider** requires special facilities and programs for the purpose of providing training and experience for its students and is willing and able to perform duties and render services determined by the County to be necessary or appropriate for the welfare of residents of Alameda County; and,

**WHEREAS, County** has facilities and programs for such training and experience as community and professional service is willing, under conditions hereinafter set forth to allow Provider to utilize those facilities and programs for training and experience to perform such duties and render such services, as more particularly set forth below:

**NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:**

1. **TERM OF AGREEMENT:** The Term of this Agreement begins on the 1st day of July, 2009, and ends on the 30<sup>th</sup> day of June, 2014. This agreement may be continued if it is mutually agreed upon by both parties.
2. **PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS:** This agreement shall be accompanied by Exhibit A and by this reference made a part hereof. Exhibit A is description of the duties and services to be performed for the County by the Provider and Provider agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A in a professional and diligent manner.
3. **TERMS AND CONDITIONS OF PAYMENT:** County is not required to pay any monetary consideration to either students or Provider as part of this agreement. Provider agrees to comply with whatever special requirements described or referred to in Exhibit B attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

COUNTY OF ALAMEDA

PROVIDER

By: \_\_\_\_\_  
PRESIDENT  
BOARD OF SUPERVISORS

By:   
Angela Warren, Buyer III

APPROVED AS TO FORM:

Tax Payer I.D. 33-0632102

  
DEPUTY COUNTY COUNSEL

## ADDITIONAL PROVISIONS

### **1. GENERAL INFORMATION:**

- A. The period of time for each student's clinical experience shall be agreed upon by the parties before the beginning of training.
- B. The maximum number of students to receive clinical training shall be mutually agreed upon by the parties based upon the availability of space and other considerations. The County shall have the right to decline or terminate student(s) at any time during the term of this Agreement.

**2. AFFIRMATIVE ACTIONS AND NON-DISCRIMINATION:** Provider assures that he/she will comply with American with Disabilities Act and Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under this contract.

### **3. RESPONSIBILITY OF PROVIDER:**

- A. Provider shall send the name, biographical data, and a report of health status, and information about the health care coverage or insurance of each student to the County Representative designate for approval prior to the student start date.
- B. Provider shall be responsible for supplying any additional information required by the County prior to the beginning date of each clinical experience program.
- C. Instruction shall be provided to students through clinical instructors employed by the Provider, who shall assume responsibility for all classroom and clinical instruction of the students, unless, in specific instances, other provisions are made which are mutually satisfactory to the Provider and County.
- D. Provider shall be responsible for all instruction, supervision, control, evaluation, and discipline of students in the program.
- E. Provider shall designate a faculty member to coordinate with a designee of the County in the planning of the program of clinical experience to be provided to students.
- F. Provider shall maintain all personnel and academic records of the students.
- G. Provider shall enforce rules and regulations governing the students that are mutually agreed upon by the Provider and County.
- H. Provider shall notify the students that they are responsible for:
  - i. Following the administrative policies of the County and the County facility rules and regulations;



- ii. Arranging for their own transportation, automobile insurance, if applicable, and living accommodations when not provided by the County;
- iii. Reporting to the County on time and following all established rules and regulations of the County;
- iv. Procuring and maintaining in full force and effect professional liability insurance covering their activities hereunder, with limits acceptable to the County Risk Manager. University shall require each student in the Program to present evidence of his or her professional liability coverage to Hospital;
- v. Assuming responsibility for the personal illness, immunizations, tuberculin test, chest X-ray and annual health examination as deemed necessary by the County;
- vi. Maintaining the confidentiality of patient information. No student shall have access to or have the right to review any medical record, except where necessary in the regular course of the program. The discussion, transmission or narration in any form by students of any patients information of a personal nature, medical or otherwise, obtained in the regular course of the program is forbidden except as a necessary part of the program. Students shall be instructed by the Provider regarding their legal obligations with respect to confidential information;
- vii. Disclosing possible conflicts of interest per County policy; and
- viii. Maintaining a drug-free work place in accordance with County policy.

**4. RESPONSIBILITIES OF COUNTY:**

- A. County shall accept from the Provider the mutually agreed upon number of students enrolled in the Nursing School Clinical Rotation program and shall permit said students and faculty of the Provider access to appropriate County facilities for the clinical experience program including classroom and conference room space when available, provided that the presence of the student shall not be allowed to interfere with regular activities of the County.
- B. County shall designate a member of the County Staff to participate with the designee of the Provider in planning, implementing and coordinating program of clinical experience.
- C. County shall permit designated County personnel to participate with the faculty of the Provider in the instruction of the students; however, this shall not interfere with the service commitments of County personnel.
- D. County may request the Provider to withdraw from the clinical experience program any student who the County determines is not performing satisfactorily, or refuses to follow the County's administrative and patient care policies, procedures, rules and regulations including inappropriate behavior, dress or hygiene. Said withdrawal shall be effective immediately upon notification by the County.
- E. County shall, on any day when a student is receiving clinical experience at its facilities, provide to students necessary emergency health care or first aid for accidents occurring in its facilities. Except as herein provided, the County shall have no obligation to furnish continuing medical or surgical care to any student.

5. **JOINT RESPONSIBILITIES:** The designated representatives of the Provider and County may formalize by letter operational details of the clinical experience program, including a mutually agreeable schedules of the time students are expected to be in the County.

6. **STATUS OF PROVIDER AND COUNTY:** It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between Provider, County and students, but is rather an agreement by and between independent contractors, these being the Provider and County.

7. **STATUS OF STUDENTS AND INSTRUCTORS:** It is expressly agreed and understood by the Provider and the County that the students under this program and their instructors are in attendance at the County for educational purposes, and such students or instructors are not considered to be employees of the County for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, fringe benefits of employment, or workers' compensation insurance.

8. **INSURANCE AND BOND:** Provider shall at all times during the terms of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, "Certificate of Insurance, Service Contracts," and will comply with all those requirements as stated herein.

Student Insurance. University shall ensure that each student in the Program procures and maintains in force during the term of this Agreement, at the student's sole cost and expense, professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best. University shall require each student in the Program to present evidence of his or her professional liability coverage to Hospital.

9. **EXHIBITS:** Exhibit E, HIPAA Requirement and Standard Affiliation Provisions with (school name) California State University Fullerton does not apply to this Agreement.

10. **HOLD/HARMLESS/INDEMNIFICATION:** The University agrees to defend, indemnify and hold harmless County and its officers, agents, volunteers and employees from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the performance of this Agreement except for any losses arising from the negligence or intentional acts or omission of County, its officers, students, agents, volunteers and employees.

County agrees to defend, indemnify and hold harmless the State of California, the Trustees of the California State University, California State University, Fullerton and their respective officers, agents, volunteers and employees from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the performance of this Agreement except for any losses arising from the negligence or intentional acts or omission of the State of California, the Trustees of the California State University, California State University, Fullerton and their respective officers, agents, volunteers, and employees.



**11. CONFORMITY WITH LAW AND SAFETY:**

- A.** PROVIDER shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal, and local safety regulations. All services performed by Provider must be in accordance with these laws, ordinances, codes, and regulations. Provider shall indemnify and hold County harmless from any and all liability, fines, penalties, and consequences from any noncompliance or violations of such laws, ordinances, codes, and regulations.
- B.** Accidents: If a death, serious personal injury or substantial property damage occurs in connection with the performance of this agreement, Provider shall immediately notify the Alameda County Public Health Nursing Liaison (or the County Risk Manager's Office) by telephone. Provider shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Provider's; (3) name and address of Provider's liability insurance carrier; and (4) a detailed description of accident and whether any of County's equipment, tools, material, or staff were involved. Provider further agrees that it shall take all reasonable steps to preserve all physical evidence and information, which may be relevant to accidents or circumstances surrounding a potential claim, while maintaining public safety. Provider shall provide the County the opportunity to review and inspect such evidence, including the scene of the accident.

**12. CONFIDENTIALITY OF INFORMATION:** Confidential information is defined as all information disclosed to PROVIDER which relates to the County's past, present, and future activities, as well as activities under this agreement. Provider will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Provider will return to County all written or descriptive matter that contains any such confidential information.

**13. CONFLICT OF INTEREST:** No officer, member, or employee of the County and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No Provider nor any member of Provider's family shall serve on a County board, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises Provider's operations, or authorizes funding to PROVIDER.

**14. USE OF COUNTY PROPERTY:** Provider shall not use County premises property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

**15. ASSIGNMENT OF CONTRACT:** Nothing contained in this Agreement shall be construed to permit assignment or transfer by Provider of any rights under this Agreement and

such assignment or transfer is expressly prohibited and void unless otherwise approved in writing by the County.

**16. DRUG-FREE WORKPLACE:** Provider and Provider's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Provider nor Provider's Employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Provider or any employee of Provider is convicted or pleads nolo contendere to a criminal drug statute violation occurring at the County facility or work site, the PROVIDER within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this agreement.

**17. TIME** is of the essence in each and all the provisions of this agreement.

**18. TERMINATION:** This Agreement may be terminated at any time by the mutual written agreement, PROVIDED, HOWEVER, that in no event shall termination shall take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

**19. TERMINATION OF AGREEMENT FOR CAUSE:** If at any time County believes Provider may not be adequately performing its obligations under this Agreement, that Provider may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Provider's performance, County may request from Provider prompt written assurances of performance and a written plan to correct the observed deficiencies in Provider's performance. Provider shall provide such written assurances and written plan within ten calendar days of receipt of written request. Provider acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

**20. NO ALTERATION OR VARIATION** of the terms of this agreement shall be valid unless an amendment is made in writing and signed by the parties hereto.



EXHIBIT A – DEFINITION OF SERVICE

**I. PROVIDER SHALL**

- A. Furnish County a quarterly, semester or annual schedule of anticipated dates of instruction and the number of groups of students expected to be mutually agreed upon.
- B. Assign baccalaureate nurse students, subject to the right of County to terminate any student participation in the clinical experience at County for any cause deemed sufficient by County. The number of students assigned for Public Health Nursing (PHN) experience is a maximum of ten per group.
- C. Provide direct on-site supervision, guidance and evaluation of baccalaureate nurse students assigned for Public Health Nursing experience. The on-site instructor must have or be eligible for a PHN certificate.

**II. COUNTY SHALL**

- A. County will provide an environment, which is appropriate to the learning needs of the students(s). County shall have ultimate responsibility for client care and services. County will provide an orientation to the faculty and students which includes expectations of the county regarding student affiliation, policy and procedures which impact patient/client care, and general information which assists in the socialization of the faculty and student.
- B. Orient Provider's faculty to the clinical areas and interpret County purpose, policies and procedures as mutually arranged by Provider and County.
- C. Permit appropriate personnel to attend specific curriculum committee meetings as mutually agreed upon.
- D. Provide an experienced nurse to act as County Liaison, who will work with the school faculty members to choose appropriate learning sites and experiences for students based on the on-going activities of the County.
- E. The County Liaison will assist in the selection of appropriate projects or programs for student education and experience.
- F. Have ultimate responsibility for client care and services.
- G. County shall provide emergency care to students in case of accident or illness while on County premises. Any student receiving such emergency services shall be financially responsible for the charges.

**EXHIBIT B – SPECIAL REQUIREMENTS**

**I. FINANCIAL PROVISIONS**

- A. No payment or any monetary consideration to be provided to either party as part of this Standard Agreement. Provider agrees to comply with whatever special requirements described or referred to in Exhibit B.

**II. SPECIAL TERMS, CONDITIONS, EXCEPTIONS FOR NURSING SCHOOL CLINICAL ROTATION**

A. Documents Required

1. Proof of rubella and rubeola immunity. Acceptable proof of immunity (positive titer and/or vaccination) shall be signed statement from an official health provider or a signed health certificate such as for Marriage or International Travel.
2. Proof of a Mantoux skin test for tuberculosis or a chest x-ray (14x7). Acceptable proof shall be a statement signed by a physician or a negative Mantoux test or a signed negative chest x-ray. Students who convert from a negative Mantoux test to a positive test must provide assigned physician's statement indicting they do have active TB disease.
3. Evidence of immunity to the following disease. Hepatitis B, Tetanus.
4. A current certificate of CPR training (if applicable).
5. Current valid licensure applicable for the scope of training of the professional student (if applicable).
6. A signed confidentiality statement, Attachment 2.

**EXHIBIT C**  
**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional, Medical and Hospital Liability</b>	\$3,000,000 per occurrence \$10,000,000 aggregate Bodily Injury and Property Damage
<b>E</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives, with the exception of Professional Liability, Workers' Compensation and Employers Liability.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> <li>- Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencement of any operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> <li>- Department/Agency issuing the contract</li> <li>- With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607)</li> </ul> </li> </ol>	



# CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)  
3/23/2009

**PRODUCER**  
Alliant Insurance Services, Inc.  
100 Pine Street, 11th Floor  
San Francisco CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE PROGRAMS BELOW.

**PROGRAM AFFORDING COVERAGE**

**COVERED PARTY**  
CSU, Fullerton  
800 N. State College  
P.O. Box 34080  
Fullerton CA 92634-9480

A: CSU Risk Management Authority  
B:  
C:  
D:  
E:

**COVERAGES**

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE COVERAGE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT

PRO LTR	COVERAGE	MEMORANDUM OF COVERAGE	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> SIR \$250,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CSURMA-LIAB-0809	7/1/2008	6/30/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurr.) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED VEHICLES <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>DAMAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBE UNDER SPECIAL PROVISIONS BELOW	CSURMA-WC-0809	7/1/2008	6/30/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
	OTHER				
	OTHER				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Note: Workers' Compensation Coverage is provided as evidence only.  
 The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are named as additional covered parties as respects the use of facilities by the Named Insured. Agreement No.: CL08058. Term of Agreement: 07/01/09 - 06/30/14.  
 Evidence of Professional Liability is included in General Liability Coverage. Students are excluded from Professional Liability Coverage. Public Entity Liability: \$3,000,000 Aggregate Limit. This certificate serves as an additional covered party endorsement to the Memorandum of Coverage.

**CERTIFICATE HOLDER**

**CANCELLATION**

30

Alameda County Public Health Nursing  
 Attn: Estrella Reyes  
 1000 Broadway, Suite 500  
 Alameda CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING PROGRAM AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*R. [Signature]*



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# CSURMA

## California State University Risk Management Authority

Program Directors: ALLIANT INSURANCE SERVICES, INC.  
600 Montgomery Street, 9<sup>th</sup> Floor, San Francisco, CA 94111-2933, (415) 403-1400, Facsimile (415) 402.0773

Covered Party: CSU, Fullerton

Additional Covered Party: The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives

Endorsement number: 348-23-Mar-0809

Effective: July 1, 2008 to June 30, 2009

Forms a part of MOC number: CSURMA-LIAB-0809

### ***This Endorsement Changes The Policy. Please Read It Carefully.***

#### **Blanket Additional Covered Party**

This endorsement modifies insurance provided under the following:

#### **PUBLIC ENTITY LIABILITY**

The definition of **Covered Party** is amended to include any person or organization you are contractually obligated to include as an additional Covered Party, and for which a certificate of insurance has been issued evidencing such status and which is on file with the CSURMA, with respect to **Bodily Injury, Personal Injury and Property Damage** arising out of the **Named Covered Party's** operations or premises owned by or rented to the **Named Covered Party**. The insurance provided to the additional Covered Party does not apply to any liability occurring after those operations or use of premises has ceased.

The inclusion of more than one **Covered Party** under this policy shall not operate to impair the rights of one **Covered Party** against the rights of another **Covered Party** and the coverages afforded by this policy shall apply as though separate policies had been issued to each **Covered Party**. The inclusion of more than one Covered Party shall not, however, operate to increase the limit of the CSURMA's liability.

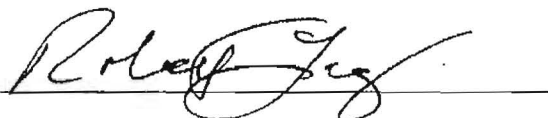
Any other insurance carried by a certificate holder which may be applicable shall be deemed excess and the **Covered Party's** insurance primary notwithstanding any conflicting provisions in the **Covered Party's** policy to the contrary.

A certificate holder shall not, by reason of their inclusion under this policy, incur liability for payment of premium for this policy.

In the event of reduction of coverage or cancellation of this insurance, we agree to mail thirty (30) days (ten (10) days for non-payment of premium) advance notice of such reduction or cancellation to each entity added as per certificates on file with the CSURMA which specify that a written contract exists and requires that the certificate holder be an additional Covered Party.

All other terms and conditions in the policy remain unchanged.

Signed: \_\_\_\_\_



Date: 03/23/09

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
8/1/2008

**PRODUCER**  
Alliant Insurance Services, Inc.  
600 Montgomery - 9th Floor  
San Francisco CA 94111  
(415) 403-1407

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
The California State University (CSU)  
All Campuses  
401 Golden Shore, 5th Floor  
Long Beach, CA 908

INSURER A: Lloyd's of London  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEES \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>OTHER</b> Student Professional Liability Insurance Program (SPLIP)	180/C080676	7/1/2008	6/30/2009	\$5,000,000 Each Claim \$15,000,000 Policy Aggregate

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 THIS CERTIFICATE PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses. Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
EVIDENCE OF COVERAGE		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE