

**PROFESSIONAL EDUCATION AFFILIATION AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
THE GULF COAST DIETETIC INTERNSHIP PROGRAM  
FOR FISCAL YEAR 2021-2022**

This Professional Education Affiliation Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and The Gulf Coast Dietetic Internship program (“GCDI”), a Mississippi limited liability company, hereinafter referred to as “GCDI,” is made upon the following considerations:

WHEREAS, GCDI, by and through the Dietetic Internship program, provides a supervised practice educational experience for Dietetic Interns in their local setting; and

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Public Health (“DHHS – Public Health”), has the staff and facilities necessary for the provision of practical experiences related to dietetic practice; and

WHEREAS, COUNTY, is willing to make its staff and facilities available to interns enrolled in GCDI’s Dietetic Internship program; and

WHEREAS, it is in GCDI’s and COUNTY’s mutual interest and advantage that interns enrolled in GCDI’s Dietetic Internship program be given the opportunity to utilize COUNTY’s facilities for educational purposes; and

WHEREAS, the parties desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding the provision of practical experiences to interns enrolled in GCDI’s Dietetic Internship program.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties hereby agree as follows:

1. DEFINITIONS:

- A. Practical Experience. As used herein, the term “Practical Experience” refers to a COUNTY staff supervised learning experience for interns enrolled in GCDI’s Dietetic Internship program.
- B. Faculty. As used herein, the term “Faculty” refers to GCDI employees responsible for planning, coordinating, implementing, and providing content expertise for, and assisting with the evaluation of interns during their enrollment in, the Practical Experience program.
- C. Designee. As used herein, the term “Designee” refers to COUNTY employees responsible for assisting Faculty in planning, implementing, and coordinating the Practical Experience program.
- D. Preceptor. As used herein, the term “Preceptor” refers to COUNTY employees responsible for providing intern guidance and input on intern performance to Faculty.
- E. Intern. As used herein, the term “Intern” refers to interns enrolled in GCDI’s Dietetic Internship program.

2. PRACTICAL EXPERIENCE PROGRAM:

- A. Program Size. The number of Interns allowed to participate in each Practical Experience is dependent upon the availability of space, Preceptors, Faculty, and other considerations. The maximum number of Interns who may participate in a given Practical Experience shall be determined by mutual agreement at least thirty (30) days before commencement thereof.
- B. Program Length. The start date and length of each Practical Experience shall be determined by mutual agreement at least thirty (30) days before the commencement thereof.
- C. Program Areas. Practical Experiences provided pursuant to the terms and conditions of this Agreement shall include the Public Health Program, Women, Infants, and Children (WIC) Program.
- D. Confidential Information. Practical Experiences will be subject to the requirements of any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); and any current and future regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

3. GCDI’S RIGHTS AND RESPONSIBILITIES:

- A. Instruction. GCDI shall be solely responsible for all aspects of Intern instruction in each Practical Experience, including, without limitation: curriculum selection and delivery; Intern enrollment and placement; Intern evaluation; and confirmation of credit and degrees.
- B. Curriculum. GCDI, through its Faculty, shall specify the curriculum and objectives, plan and coordinate Intern assignments and perform periodic evaluation of the Practical Experiences provided by COUNTY.
- C. Faculty. GCDI shall designate as Faculty, members of its staff who are adequately qualified to coordinate, oversee, and direct Intern educational activities and assignments, participate in Intern learning communities and evaluate Intern performance.
- D. Licensure. GCDI shall ensure that any and all GCDI personnel responsible for supervising and instructing Interns participating in the Practical Experience program have met any and all applicable local, state and federal licensure, certification and accreditation requirements.
- E. Transportation. GCDI shall ensure that GCDI personnel will not drive as part of the Practical Experience program.
- F. Intern Assignments. GCDI shall only assign Interns who meet GCDI’s educational requirements and qualifications to participate in the Practical Experience program.
- G. Intern Information. GCDI shall supply COUNTY with a list of Intern names for each Practical Experience at least thirty (30) days prior to the start date thereof. Any and all Intern information

supplied by the GCDI shall be treated as confidential and used only as a source of Intern identification during the Practical Experience.

- H. Attendance and Academic Records. GCDI shall maintain any and all Intern attendance and academic records relating to the Practical Experience Program.
- I. Background Verification. GCDI shall provide COUNTY with proof that GCDI has completed a background check for each Intern and shall not recommend Interns for internship programs within the COUNTY who fail to meet GCDI'S or COUNTY'S character requirements. GCDI shall require each Intern to work with DHHS – Employee Services in order to complete any and all appropriate background checks. GCDI, through its Faculty, shall provide COUNTY with a minimum of thirty (30) days advance written notice of the need for background checks. COUNTY will not request urgent or rushed background checks. Interns may not participate in the Practical Experience program until the results of all background checks have been received and verified by DHHS – Employee Services.
- J. Intern Withdrawals. GCDI, through its Faculty, shall notify COUNTY in the event an Intern withdraws or is otherwise unable to complete the Practical Experience program. It is understood that except as otherwise set forth herein, only GCDI can withdraw an Intern from the Practical Experience program.
- K. Program Changes. GCDI, through its Faculty, shall notify COUNTY of any and all changes or issues involving the instruction, curriculum, policies and/or procedures of the Practical Experience program.
- L. Program Evaluation. GCDI, through its Faculty, shall periodically evaluate the Practical Experience program and provide COUNTY with the results thereof.
- M. Intern Evaluation. GCDI, through its Faculty, shall supply COUNTY the appropriate forms or arrange conferences that will be used in evaluating the performance of the assigned intern.
- N. Health and Accident Insurance. GCDI shall confirm that each Intern participating in the Practical Experience program, who is not employed by COUNTY, has obtained any and all appropriate health and accident insurance.
- O. Professional Liability Coverage. GCDI shall confirm that each Intern participating in the Practical Experience program, who is not employed by COUNTY, is covered under GCDI's professional liability insurance in the amounts set forth herein.
- P. COUNTY Regulations. GCDI shall direct all Interns and GCDI personnel participating in the Practical Experience program to comply with any and all applicable COUNTY policies, procedures, rules and regulations, including, without limitation, those governing the use and disclosure of individually identifiable client information.
- Q. COUNTY Direction. GCDI shall direct all Interns and GCDI personnel participating in the Practical Experience program to comply with all reasonable directions given by qualified COUNTY personnel.
- R. Intern Responsibilities. GCDI shall ensure that each Intern participating in the Practical Experience program is advised of their rights under this Agreement. GCDI shall obtain written attestation from each Intern participating in the Practical Experience program which states that he or she agrees to comply with the applicable terms and conditions set forth herein.

- S. Confidentiality of Client Information. Neither GCDI nor its employees or agents shall be granted access to individually identifiable client information unless the client has first given consent using a COUNTY approved form that complies with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, the FERPA, the CMIA, the HITECH Act and HIPAA.
- T. Confidentiality of Proprietary Information. GCDI recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, GCDI may have access to certain information of COUNTY that is confidential and constitutes valuable, special, and unique property of COUNTY. GCDI agrees that it shall not, at any time during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without COUNTY's express written prior consent, any confidential or proprietary information of COUNTY, including, without limitation, information which concerns COUNTY's clients, costs or treatment methods.

4. COUNTY'S RIGHTS AND RESPONSIBILITIES:

- A. Practical Experiences. COUNTY shall provide, through the Practical Experience program, a mutually agreed upon number of Interns an opportunity to gain up to two hundred (200) hours of supervised practical experience related to dietetic practice.
- B. Provision of Facilities. COUNTY shall provide physical facilities, resources, equipment, and all other items necessary to operate the Practical Experience program, including, without limitation, use of reasonable work and storage space.
- C. Preceptors. COUNTY shall designate as Preceptors staff members who are qualified to provide appropriate supervision of Interns participating in the Practical Experience Program.
- D. Faculty. COUNTY shall permit designated GCDI faculty members the right to counsel with and to observe Interns at COUNTY facilities, except where such access will interfere with the care of COUNTY's clients.
- D. COUNTY Designees. COUNTY shall designate as Designees staff members who are qualified to assist Faculty in planning, implementing and coordinating the Practical Experience program.
- E. Intern Orientation. COUNTY shall provide Interns with an orientation regarding applicable activities and client confidentiality requirements prior to the commencement of each Practical Experience program.
- F. Access to Facilities. COUNTY shall permit Interns enrolled in the Practical Experience program appropriate access to COUNTY facilities, except where such access will interfere with the care of COUNTY's clients.
- G. Withdrawal of Interns. COUNTY may request that GCDI withdraw from the Practical Experience program of any Intern who COUNTY determines is not performing satisfactorily, refuses to follow COUNTY's administrative policies, procedures, rules and regulations or violates any local, state or federal laws or regulations. COUNTY shall notify Faculty in writing of the reason or reasons for requesting an Intern withdrawal. GCDI shall respond to such a request within five (5) days of receipt thereof. Except as otherwise set forth herein, only GCDI can withdraw an Intern from the Practical Experience program.

- H. Intern Removal. COUNTY may immediately remove from the Practical Experience program any Intern who poses an immediate threat of danger to COUNTY personnel or the quality of services provided thereby. COUNTY shall notify Faculty prior to removing any Intern from the Practical Experience program. COUNTY shall notify GCDI in writing of the removal of any Intern, and the reasons for such action, as soon as possible thereafter.
- I. Background Verification. COUNTY shall conduct or verify criminal background checks for each Intern, if required by applicable local, state or federal laws, regulations, policies, procedures or standards to conduct such checks on intern interns as stated in this Agreement. COUNTY will not allow Interns who fail to meet COUNTY's character requirements to participate in the Practical Experience program.
- J. Intern Instruction. COUNTY shall permit and encourage COUNTY personnel to participate in the instructional phase of the Practical Experience program where such participation would not impair the delivery of services to COUNTY's clients.
- K. Intern Evaluation. COUNTY shall provide GCDI with a performance appraisal for each Intern in the form prescribed by GCDI.
- L. Provision of Client-Related Services. COUNTY shall ensure that: all client-related services performed by Interns comply with any and all applicable local, state and federal laws, regulations, policies, procedures and standards; Interns are appropriately credentialed to perform each client-related service in accordance with COUNTY's policies and procedures; and any and all necessary consents are obtained prior to the furnishing of any client-related services by Interns.
- M. Client Care. COUNTY shall retain full responsibility for the care of COUNTY's clients and maintain administrative and professional supervision of Interns insofar as their presence affects the operation of COUNTY's facilities and/or the care of clients. COUNTY shall ensure that Interns are given duties commensurate with their skills and experience.
- N. Licensure. COUNTY shall require that all COUNTY personnel responsible for supervising Interns participating in the Practical Experience program have met any and all applicable local, state and federal licensure, certification and accreditation requirements.
- O. Confidentiality Training. COUNTY shall provide Interns with substantially the same training and orientation regarding the confidentiality of individually identifiable client information that it provides to its regular employees.
- P. Staffing. COUNTY shall employ an adequate number of qualified staff members to ensure the safe and continuous provision of health care services in accordance with any and all local, state and federal laws, regulations, policies, procedures and standards.
- Q. Program Changes. COUNTY shall notify GCDI of any changes in its personnel, operation or policies that may materially affect the Practical Experience program.
- R. Provision of Applicable Regulations. COUNTY shall provide all Interns with a copy of any and all regulations, policies, procedures and standards with which they are expected to comply.
- S. Accreditation Requirements. COUNTY shall comply with any and all applicable requirements of any approval or accreditation authority, and permit the authorities responsible for accreditation of GCDI's curriculum to inspect the facilities, services and other items provided

by COUNTY for purposes of the Practical Experience program.

5. INTERNS' RIGHTS AND RESPONSIBILITIES:

- A. COUNTY Regulations and Direction. Interns shall comply with any and all applicable COUNTY policies, procedures, rules and regulations, including, without limitation, those governing the use and disclosure of individually identifiable client information, and all reasonable directions given by qualified COUNTY personnel.
- B. General Legal Requirements. Interns shall comply with any and all applicable local state and federal laws, regulations, policies, procedures and standards regarding the operation of the Practical Experience program, including, without limitation, any and all applicable requirements concerning human subject research.
- C. Transportation. Interns who are not employed by COUNTY shall not drive as part of the Practical Experience program. Interns who are not employed by COUNTY shall be allowed to ride in COUNTY vehicles as a passenger only.
- D. Dress Code. Interns shall comply with COUNTY's dress code, including, without limitation, wearing picture name badges identifying themselves as interns.
- E. Orientation. Interns shall attend any and all mandatory orientation and training sessions provided by COUNTY personnel as part of the Practical Experience Program.
- F. Violations of Law. Interns shall immediately notify COUNTY of any violation of local, state or federal laws, regulations, policies, procedures or standards that they observe during the course of the Practical Experience program.
- G. Confidentiality of Client Information. Interns shall comply with any and all applicable local, state and federal laws, regulations, policies, procedures and standards that govern, or pertain to, the confidentiality, privacy, security and electronic transmissions of individually identifiable client information, including, without limitation, any and all applicable requirements of the FERPA, the CMIA, the HITECH Act and HIPAA.
- H. Confidentiality of Proprietary Information. Interns shall not, at any time during, or subsequent to, the term of this Agreement, disclose, use, copy or permit to be copied any confidential or proprietary information of COUNTY, including, without limitation, information which concerns COUNTY's clients, costs or treatment methods, without COUNTY's prior express written consent.
- I. Disclosure of Client Information. The discussion, transmission or narration in any form by Interns of any individually identifiable client information, medical or otherwise, obtained in the course of the Practical Experience program is forbidden, unless the client has first given consent using a COUNTY approved form that complies with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, the FERPA, the CMIA, the HITECH Act and HIPAA. In the absence of such consent, Interns shall use de-identified information in any discussions about the Practical Experience program.

6. MUTUAL RIGHTS AND RESPONSIBILITIES OF GCDI AND COUNTY:

- A. Provision of Practical Experiences. COUNTY and GCDI shall provide Interns with Practical Experiences, within COUNTY's practice setting, under the supervision of a Preceptor for the

purpose of providing Interns with practical experience related to dietetic practice.

- B. General Legal Requirements. COUNTY and GCDI shall comply with any and all applicable local, state and federal laws, regulations, policies, procedures and standards regarding the operation of the Practical Experience program, including, without limitation, any and all applicable requirements concerning human subject research.
- C. Equal Opportunity Acceptance. COUNTY and GCDI shall not discriminate on the basis of: race; religion or religious creed; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation HIV and AIDS; military service; veteran status; or any other legally protected classification in either the selection of Interns, or as to any aspect of the Practical Experience program. However, with respect to mental or physical disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Intern's effective participation in the Practical Experience program.
- D. Status of Interns. COUNTY and GCDI expressly understand and agree that Interns participating in the Practical Experience program are in attendance for educational purposes. However, Interns shall be considered members of COUNTY's "workforce," as that term is defined by 45 C.F.R., for purposes of HIPAA compliance.
- E. Intern Employment. COUNTY and GCDI expressly understand and agree that qualified Interns may be employed by COUNTY outside of the Practical Experience program to undertake certain defined activities; provided such work is non-compulsory, paid and subject to standard COUNTY employment policies. Nothing in this provision shall be construed to allow Interns participating in the Practical Experience program to take the responsibility or position of qualified staff members for purposes of providing client care.
- F. Confidentiality of Client Information. COUNTY and GCDI expressly agree to comply with any and all applicable local, state and federal laws, regulations, policies, procedures and standards that govern, or pertain to, the confidentiality, privacy, security and electronic transmission of individually identifiable client information, including, without limitation, any and all applicable requirements of the Family Educational Rights and Privacy Act ("FERPA"), the CMIA, the HITECH Act and HIPAA.
- G. Disclosure of Confidential Client Information. COUNTY and GCDI expressly agree not to use or disclose any individually identifiable client information, other than as permitted by any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, the FERPA, the CMIA, the HITECH Act and HIPAA.
- H. Availability of Confidential Client Information. COUNTY and GCDI expressly agree to make their internal practices, books and records relating to the use and disclosure of individually identifiable client information available to any and all duly authorized local, state and federal agencies to the extent required for determining compliance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, the FERPA, the CMIA, the HITECH Act and HIPAA.
- I. Confidentiality of Intern Information. COUNTY and GCDI expressly agree to comply with any and all applicable local, state and federal laws, regulations, policies, procedures and standards,

that govern, or pertain to, the confidentiality, privacy, security and transmission of educational records, including, without limitation, any and all applicable requirements of the FERPA. COUNTY and GCDI further agree not to use or disclose any confidential Intern information, other than as permitted by FERPA. Any permitted disclosure to persons or entities that are not a party to this Agreement, shall be under the condition that no further disclosure by such party shall be permitted.

- J. Conferences. Designees of both COUNTY and GCDI shall, on an as-needed basis, attend conferences to discuss the planning, implementation and coordination of the Practical Experience program.

7. TERM:

This Agreement shall begin upon August 30, 2021, and shall remain in full force and effect until June 30, 2022, unless sooner terminated as set forth herein.

8. TERMINATION:

- A. Termination without Cause. This Agreement may be terminated by either party for any reason upon sixty (60) days advance written notice of such intent to terminate. However, currently enrolled Interns shall be permitted to complete any Practical Experience program in which termination would otherwise occur.
- B. Discontinuance of County Facilities. Nothing in this Agreement shall be construed to require COUNTY to continue operating any facility, in which the Practical Experience program is implemented, solely for the purpose of maintaining the Practical Experience program. If COUNTY decides to discontinue operation of any such facility, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide GCDI sixty (60) days advance written notice of its intent to terminate this Agreement due to the discontinuance of COUNTY facilities.

9. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, postage prepaid, at the addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Public Health, WIC  
Attention: Irene Gil, Public Health Nutritionist Supervisor  
317 2nd Street  
Eureka, California 95501

GCDI: The Gulf Coast Dietetic Internship Program  
Attention: Gina Wack, Program Director  
724 Live Oak Drive  
Biloxi, MS 39532

10. REPORTS:

GCDI agrees to provide COUNTY with any and all reports which may be required by any local, state and/or federal agencies for compliance with this Agreement. GCDI shall submit one (1) hard copy



and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, neither party shall unlawfully discriminate in the administration of public assistance and social services programs. Each party hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all local, state or federal laws, regulations or standards, all as may be amended from time to time.
- B. Professional Services and Employment. In connection with the execution of this Agreement, neither party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. Each party further assures that they will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, GCDI certifies that it is not a Nuclear Weapons Contractor, in that GCDI

is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. GCDI agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if GCDI becomes a Nuclear Weapons Contractor.

13. INDEMNIFICATION:

- A. Mutual Indemnity. Each party shall, hold harmless, defend and indemnify the other party, and its agents, officers, officials, employees and volunteers, from and against any and all claims, demands, losses, damages, liabilities, and expenses of any kind or nature, including, without limitation, reasonable attorneys' fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear its proportionate share of liability. In such cases, each party will bear its own costs and attorneys' fees.
- C. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

14. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and GCDI is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting GCDI's indemnification obligations set forth herein, GCDI shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of GCDI or its agents, officers, officials, employees and volunteers. Notwithstanding the foregoing, GCDI may self-insure in the amounts specified herein, and such insurers may not be rated by A.M. Best and may be captive in nature:
  - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
  - 2. As set forth herein, GCDI personnel, and Interns who are not employed by COUNTY, participating in the Practical Experience program shall not drive an automobile pursuant to the terms and conditions of this Agreement.

3. GCDI shall require that each Intern participating in the Practical Experience program maintain health insurance for the period of their internship with COUNTY.
  4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than One Million Dollars (\$1,000,000.00) for each occurrence (Three Million Dollars (\$3,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which GCDI may be exposed to liability regarding the provision of practical experiences to Interns enrolled in GCDI’s Dietetic Internship program.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or commercial General Liability Policy shall provide that COUNTY, and its agents, officers, official, employees and volunteers, are covered as additional insured for liability arising out of GCDI’s performance pursuant to the terms and conditions of this Agreement.
  2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that GCDI shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer’s liability.
  4. GCDI shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If GCDI does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance at GCDI’s expense.
  5. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and GCDI shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt  
 Attention: Risk Management  
 825 Fifth Street, Room 131  
 Eureka, California 95501

GCDI: The Gulf Coast Dietetic Internship Program  
 Attention: Gina Wack, Program Director

15. LIMITATION OF LIABILITY:

Notwithstanding anything to the contrary, to the maximum extent permitted by law, in no event will either party be responsible for any incidental, consequential, indirect, special, punitive or exemplary damages of any kind, including, without limitation, damages for lost goodwill, lost profits, lost business or other indirect economic damages, whether such claim is based on contract, negligence, tort, including, but not limited to, strict liability, or other legal theory, as a result of any breach of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of such damages in advance.

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that GCDI shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. GCDI shall be solely responsible for the acts and omissions of its agents, officers, employees and volunteers.

17. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

18. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

19. PROTOCOLS:

Each party agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by GCDI in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either

party to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

24. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this Agreement.

25. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

26. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute relating hereto shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

27. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from the other party prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each party shall inform the other of any and all requests for interviews by the media related to this Agreement before such interviews take place; and both parties shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given in accordance with the notice requirements set forth herein.

28. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

29. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Sections 2(D), 3(H), 3(R)-(S), 5(G)-(I), 6(F)-(I) and 13 shall survive the expiration or termination of this Agreement.

30. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

31. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

32. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

33. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

34. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

35. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto.

36. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and


has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

TWO SIGNATURES ARE REQUIRED FOR LIMITED LIABILITY COMPANIES PURSUANT TO THE CALIFORNIA CORPORATIONS CODE:


- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**THE GULF COAST DIETETIC INTERNSHIP PROGRAM:**

By:  Date: 11/01/2021

Name: Gina Wack

Title: Director

By:  Date: 11/01/2021

Name: Sharon Bode

Title: Coordinator

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sofia Pereira, DHHS Public Health Director  
*(Pursuant to the Authority Delegated by the  
Humboldt County Board of Supervisors on  
\_\_\_\_\_, 2021 [Item No. \_- \_])*

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:  Date: 11/03/2021  
Risk Management