

**PROFESSIONAL NURSING CLINICAL EDUCATION AFFILIATION AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
CALIFORNIA STATE UNIVERSITY, CHICO  
FOR FISCAL YEARS 2025-2026 THROUGH 2027-2028**

This Professional Nursing Clinical Education Affiliation Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the County of Humboldt, hereinafter referred to as "COUNTY," and California State University, Chico, hereinafter referred to as "UNIVERSITY" is made upon the following considerations:

WHEREAS, UNIVERSITY has an approved and accredited nursing program which requires students to participate in clinical experiences; and

WHEREAS, COUNTY, through its Department of Health and Human Services ("DHHS"), has the staff and facilities necessary for providing clinical experiences in Nursing and Health Care Professions; and

WHEREAS, COUNTY is willing to assist UNIVERSITY by making its staff and facilities available to students enrolled in UNIVERSITY'S baccalaureate degree nursing program, master's degree nursing program, and doctoral nursing program; and

WHEREAS, it is in UNIVERSITY and COUNTY's mutual interest and advantage that students enrolled in UNIVERSITY's nursing program be given the opportunity to utilize COUNTY's facilities for clinical and educational purposes; and

WHEREAS, it is beneficial to COUNTY to contribute to the education of nursing students since doing so will help diminish the shortage of qualified nurses in the area; and

WHEREAS, by this Agreement UNIVERSITY and COUNTY seek to provide students enrolled in UNIVERSITY's nursing program with clinical experiences at COUNTY's facilities.

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

1. DEFINITIONS:

- 1.1 Clinical Experience. As used herein, the term "Clinical Experience" refers to a supervised clinical learning experience for students enrolled in UNIVERSITY's nursing program.
- 1.2 Faculty. As used herein, the term "Faculty" refers to UNIVERSITY employees who will plan, coordinate and provide content expertise for the Clinical Experience program and evaluate student lab performance.
- 1.3 Clinical Coordinator. As used herein, the term "Clinical Coordinator" refers to the UNIVERSITY employee responsible for planning, implementing and coordinating each student's clinical assignment.

- 1.4 Clinical Instructors. As used herein, the term "Clinical Instructors" refers to UNIVERSITY employees responsible for working with COUNTY personnel and assisting and evaluating students during their enrollment in the Clinical Experience program.
- 1.5 Designee. As used herein, the term "Designee" refers to UNIVERSITY and COUNTY employees responsible for assisting the Clinical Coordinator in the planning, implementing and coordinating of the Clinical Experience program.
- 1.6 Preceptor. As used herein, the term "Preceptor" refers to the COUNTY employee responsible for providing student guidance and input on student clinical competence to the assigned Clinical Instructor.
- 1.7 Student. As used herein, the term "Student" refers to students enrolled in UNIVERSITY's baccalaureate nursing degree program.

## 2. CLINICAL EXPERIENCE PROGRAM:

- 2.1 Program Size. The number of Students allowed to participate in each Clinical Experience is dependent upon the availability of space, Preceptors, Clinical Instructors and other considerations. The maximum number of Students who may participate in a given Clinical Experience shall be determined by mutual agreement at least sixty (60) days before commencement thereof.
- 2.2 Program Length. The start date and length of each Clinical Experience shall be determined by mutual agreement at least sixty (60) days before the commencement thereof.
- 2.3 Program Areas. Clinical Experiences provided pursuant to this Agreement shall include Community/Public Health Nursing.
- 2.4 Confidentiality of Medical Information. To the extent applicable, Clinical Experiences will be subject to the requirements of the California Confidentiality of Medical Information Act ("CMIA"); the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"); the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 United States Code ("U.S.C.") §§1320d et seq. and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 Code of Federal Regulations ("C.F.R.") Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 ("Federal Security Regulations") and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 ("Federal Electronic Transactions Regulations"), all as may be amended from time to time, and collectively referred to herein as "HIPAA;" and any other applicable federal, state and local laws and regulations that govern the confidentiality, privacy, security and transmissions of medical information.

## 3. UNIVERSITY'S RIGHTS AND RESPONSIBILITIES:

- 3.1 Instruction. UNIVERSITY shall be solely responsible for all aspects of Student instruction in each Clinical Experience, including, but not limited to: Program enrollment; curriculum selection and delivery; clinical assignments and Student placement; Student evaluation and confirmation of credit and degrees.

- 3.2 Curriculum. UNIVERSITY, through its Faculty, shall specify the curriculum and clinical objectives, plan and coordinate Student clinical assignments and perform periodic evaluation of the Clinical Experiences provided by COUNTY.
- 3.3 Clinical Instructors. UNIVERSITY shall designate as Clinical Instructors, members of its nursing staff who are adequately qualified to provide appropriate supervision of the COUNTY Preceptor, participate in student learning communities, and conduct post clinical conferences.
- 3.4 Clinical Coordinator. UNIVERSITY shall designate as Clinical Coordinator, a staff member who is adequately qualified to plan, implement and coordinate each Student's clinical assignment.
- 3.5 Faculty. UNIVERSITY shall designate as Faculty, members of its staff who are adequately qualified to plan, coordinate, and provide content expertise for the curriculum and clinical experiences, and evaluate student lab performance.
- 3.6 Licensure. UNIVERSITY shall ensure that all UNIVERSITY personnel responsible for supervising and instructing Students participating in the Clinical Experience program have met all applicable licensure requirements pursuant to local, state and federal laws and regulations.
- 3.7 Student Assignments. UNIVERSITY shall assign only Students who meet UNIVERSITY's educational requirements and qualifications to participate in the Clinical Experience program.
- 3.8 Student Information. UNIVERSITY shall supply COUNTY with a Student profile for each Student participating in the Clinical Experience program at least sixty (60) days prior to the start date thereof. Student profiles shall include the Student's name, address and telephone number, and the results of his or her background verification. Information contained in Student Profiles shall be treated as confidential and used only as a source of Student identification during the Clinical Experience.
- 3.9 Attendance and Academic Records. UNIVERSITY shall maintain all Student attendance and academic records.
- 3.10 Immunization Records. UNIVERSITY shall provide COUNTY with evidence that all Students participating in the Clinical Experience program have: (1) current immunizations or documented immunity (titer) for tetanus, diphtheria, measles, varicella zoster 2, rubella and COVID-19; (2) tuberculin clearances of either a negative Purified Protein Derivative ("PPD") reading or, if there has been a positive PPD reading in the past, a chest x-ray within normal limits; (3) a hepatitis B vaccine series or surface antigen test; and (4) Cardiopulmonary Resuscitation certification.
- 3.11 Background Verification. UNIVERSITY shall require each Student to go through COUNTY, Department of Health and Human Services', Employee Services (ES) Unit for appropriate background checks, such as, Live Scan with a Child Abuse Central Index (CACI), Federal Bureau of Investigation (FBI), and Department of Justice (DOJ) clearances. Students who fail to meet UNIVERSITY's or COUNTY's character

requirements will not be allowed to participate in the COUNTY's clinical experience/internship opportunities.

- 3.12 Student Withdrawals. UNIVERSITY, through its Clinical Coordinator, shall notify COUNTY in the event a Student withdraws or is otherwise unable to complete the Clinical Experience program.
- 3.13 Program Changes. UNIVERSITY, through its Clinical Coordinator, shall notify COUNTY of all changes or issues involving the instruction, curriculum, policies and/or procedures of the Clinical Experience program.
- 3.14 Program Evaluation. UNIVERSITY, through its Clinical Coordinator, shall periodically evaluate the Clinical Experience program and provide COUNTY with the results thereof.
- 3.15 Professional Liability Coverage. UNIVERSITY shall confirm that each Student participating in the Clinical Experience program is covered under UNIVERSITY's professional liability insurance in the amounts set forth in Section 16.1 below.
- 3.16 Health Coverage. UNIVERSITY shall inform each Student participating in the Clinical Experience program to obtain and maintain adequate health insurance coverage throughout their enrollment in the Clinical Experience program.
- 3.17 COUNTY Regulations. UNIVERSITY shall direct all Students and UNIVERSITY personnel participating in the Clinical Experience program to comply with all of COUNTY's clinical and administrative policies, procedures, rules and regulations, including those governing the use and disclosure of individually identifiable medical information, and all reasonable directions given by qualified COUNTY personnel.
- 3.18 COUNTY Direction. UNIVERSITY shall direct all Students and UNIVERSITY personnel participating in the Clinical Experience program to comply with all reasonable directions given by qualified COUNTY personnel.
- 3.19 Blood Borne Pathogens. If applicable, UNIVERSITY shall provide Students participating in the Clinical Experience program with training regarding exposure to blood borne pathogens.
- 3.20 Student Responsibilities. UNIVERSITY shall advise all Students of their rights and responsibilities set forth in Section 5 below and obtain students' written agreement to those terms.
- 3.21 Confidentiality of Patient Information. Neither UNIVERSITY nor its employees or agents shall be granted access to individually identifiable patient information unless the patient has first given consent using a COUNTY approved form that complies with applicable state and federal law, including, but not limited to, the CMIA and HIPAA.
- 3.22 Confidentiality of Proprietary Information. UNIVERSITY recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, UNIVERSITY may have access to certain information of COUNTY that is confidential and constitutes valuable, special and unique property of COUNTY. UNIVERSITY 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 prior written consent, any confidential or proprietary information of COUNTY, including, without limitation, information which concerns COUNTY's patients, costs, or treatment methods.

4. COUNTY'S RIGHTS AND RESPONSIBILITIES:

- 4.1 Clinical Experience. COUNTY shall provide, through the Clinical Experience program, a mutually agreed upon number of Students an opportunity to gain up to 90 hours of supervised clinical experience.
- 4.2 Provision of Facilities. COUNTY shall provide physical facilities, resources, equipment, and all other items necessary to operate the Clinical Experience program, including use of reasonable work and storage space.
- 4.3 Preceptor. COUNTY shall designate as Preceptor a staff member who is qualified to provide appropriate supervision of assigned Students.
- 4.4 Volunteer/Intern Request for DHHS Placement Form. All Preceptors are to submit a completed Volunteer/Intern Request for DHHS Placement form to the Employee Services Office a minimum of sixty (60) days before the student(s) is scheduled to begin their Clinical Experience program.
- 4.5 COUNTY Designees. COUNTY shall designate qualified staff members to participate with the Clinical Coordinator, Clinical Instructors and Faculty in planning, implementing and coordinating the Clinical Experience program.
- 4.6 Student Orientation. COUNTY shall provide Students with an orientation regarding the applicable clinical activities and patient confidentiality requirements prior to the commencement of each Clinical Experience program.
- 4.7 Access to Facilities. COUNTY shall permit Students enrolled in the Clinical Experience program appropriate access to COUNTY facilities, except where such access will interfere with the care of COUNTY's patients.
- 4.8 Withdrawal of Students. COUNTY may request that UNIVERSITY withdraw from the Clinical Experience program any Student who COUNTY determines is not performing satisfactorily, refuses to follow COUNTY's administrative policies, procedures, rules and regulations or violates any federal or state laws. COUNTY shall state its reason or reasons for requesting a Student withdrawal in writing to the Clinical Coordinator. UNIVERSITY shall respond to such a request within five (5) days of receipt. It is understood that except as set forth in Section 4.9 below, only UNIVERSITY can withdraw a Student for the Clinical Experience program.
- 4.9 Student Removal. COUNTY may immediately remove from the Clinical Experience program any Student who poses an immediate threat of danger to COUNTY personnel, or the quality of services provided by COUNTY. COUNTY shall notify the Clinical Coordinator prior to removing any Student from the Clinical Experience program. COUNTY shall notify UNIVERSITY in writing of the action taken as soon as possible thereafter and shall include a statement as to the reason or reasons thereof.

- 4.10 Background Verification. COUNTY shall conduct or verify criminal background checks for each Student, if required by federal, state or local law to conduct such checks on student interns. COUNTY will not allow Students who fail to meet COUNTY's character requirements participate in the Clinical Experience program.
- 4.11 Student Instruction. COUNTY shall permit and encourage COUNTY personnel to participate in the instructional phase of the Clinical Experience program where such participation would not impair the delivery of services to COUNTY's patients.
- 4.12 Provision of Clinical Services. COUNTY shall ensure that: (1) all patient care services and procedures performed by Students comply with applicable federal, state and local laws, rules and regulations; (2) Students are appropriately credentialed to perform each such service or procedure in accordance with COUNTY rules and regulations; and (3) all necessary consents are obtained prior to the furnishing of any clinical services by Students.
- 4.13 Patient Care. COUNTY shall retain full responsibility for the care of COUNTY's patients and maintain administrative and professional supervision of Students insofar as their presence affects the operation of the COUNTY's facilities and/or the direct and indirect care of patients. COUNTY shall ensure that Students are given duties commensurate with their skills and experience.
- 4.14 Patient/Student-Interaction. COUNTY shall permit Students to perform services for patients only under the supervision of qualified members of COUNTY's staff. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of the Preceptor.
- 4.15 Licensure. COUNTY shall require that all COUNTY personnel responsible for supervising students enrolled in the Clinical Experience program hold a current, unrestricted license issued by the appropriate state or regional licensing board in the discipline in which supervision is provided.
- 4.16 Confidentiality Training. COUNTY shall provide Students with substantially the same training and orientation regarding the confidentiality of medical information that it provides to its regular employees.
- 4.17 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 mandated standards. COUNTY shall not consider Students staff for purposes of providing patient care.
- 4.18 Program Changes. COUNTY shall notify UNIVERSITY of any changes in its personnel, operation or policies that may materially affect the Clinical Experience program.
- 4.19 Provision of Applicable Regulations. COUNTY shall provide all Students with a copy of the clinical and administrative policies, procedures, rules and regulations with which they are expected to comply.
- 4.20 Accreditation Requirements. COUNTY shall comply with all applicable requirements of any accreditation authority and permit the authorities responsible for accreditation of

UNIVERSITY's curriculum to inspect the facilities, services and other items provided by COUNTY for purposes of the Clinical Experience program.

- 4.21 Workers' Compensation. COUNTY shall include all students participating in the Clinical Experience program in the COUNTY's workers' compensation policy but only as required by the Labor Code of the State of California.

5. STUDENTS' RIGHTS AND RESPONSIBILITIES:

- 5.1 COUNTY Regulations. Students shall comply with COUNTY's clinical and administrative policies, procedures, rules and regulations, including those governing the use and disclosure of individually identifiable medical information.
- 5.2 Federal, State and Local Laws. Students shall comply with all applicable federal, state and local laws, ordinances, rules and regulations regarding the operation of the Clinical Experience program, including laws, rules and regulations concerning human subject research.
- 5.3 Transportation and Living Arrangements. Students shall be solely responsible for securing their own transportation and living arrangements.
- 5.4 Personal Health Care. Students shall submit to health screenings as required by COUNTY, and assume responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examinations.
- 5.5 Proof of Health Insurance. Students shall obtain, at their own expense, and maintain adequate health insurance coverage during the time they are enrolled in the Clinical Experience program. Students shall provide COUNTY with proof of such coverage at COUNTY's request.
- 5.6 Proof of Automobile Insurance. In the event that Students choose to use their personal vehicles to conduct County business, they must confirm that they have obtained, at their own expense, and will maintain automobile liability insurance during the time they are enrolled in the Clinical Experience program. Students shall provide COUNTY with proof of such coverage at COUNTY's request.
- 5.7 Dress Code. Students shall comply with COUNTY's dress code, including but not limited to, wearing picture name badges identifying themselves as students.
- 5.8 Orientation. Students shall attend all mandatory orientation and training sessions provided by COUNTY personnel.
- 5.9 Violations of Law. Students shall immediately notify COUNTY and UNIVERSITY of any violation of federal, state or local laws or regulations they observe during the course of the Clinical Experience program.
- 5.10 Confidentiality of Proprietary Information. Students 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 prior written consent, any confidential or proprietary

information of COUNTY, including, without limitation, information which concerns COUNTY's patients, costs, or treatment methods.

- 5.11 Confidentiality of Medical Information. Students shall comply with all applicable requirements of the CMIA, the HITECH Act, HIPAA and any other state, federal and local laws and regulations that govern or pertain to the confidentiality, privacy, security and electronic transmissions of medical information.
- 5.12 Access to Medical Records. Students shall not have access to, or the right to receive, any medical record, except when necessary, in the regular course of the Clinical Experience program.
- 5.13 Disclosure of Confidential Medical Information. Students shall not use or disclose any confidential medical information, other than as permitted by the CMIA and HIPAA.
- 5.14 Disclosure of Patient Information. The discussion, transmission, or narration in any form by Students of any individually identifiable patient information, medical or otherwise, obtained in the course of the Clinical Experience program is forbidden, unless the patient has first given consent using a COUNTY approved form that complies with applicable state and federal law, including the CMIA and HIPAA. In the absence of such consent, Students shall use de-identified information in any discussions about the Clinical Experience program.

6. MUTUAL RIGHTS AND RESPONSIBILITIES OF UNIVERSITY AND COUNTY:

- 6.1 Provision of Clinical Experiences. COUNTY and UNIVERSITY shall provide Students with Clinical Experiences, within COUNTY's practice setting, under the supervision of a Preceptor for the purpose of developing Students' clinical competence.
- 6.2 Federal, State and Local Laws. COUNTY and UNIVERSITY shall comply with all applicable federal, state and local laws, ordinances, rules and regulations regarding the operation of the Clinical Experience program, including laws, rules and regulations concerning human subject research.
- 6.3 Equal Opportunity Acceptance. COUNTY and UNIVERSITY shall not discriminate on the basis of race, religion or religious creed, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, veteran status, or any other legally protected classification in either the selection of Students, or as to any aspect of the Clinical 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 Student's effective participation in the Clinical Experience program.
- 6.4 Status of Students. COUNTY and UNIVERSITY expressly understand and agree that Students enrolled in the Clinical Experience program are in attendance for educational purposes. Students shall not be considered employees of either COUNTY or UNIVERSITY for any purpose, including, but not limited to, compensation for services, welfare and

pension benefits. However, Students shall be considered members of COUNTY's "workforce," as that term is defined by 45 C.F.R, for purposes of HIPAA compliance.

- 6.5 Student Employment. COUNTY and UNIVERSITY expressly understand and agree that qualified Students may be employed by COUNTY outside of the Clinical Experience program to undertake certain defined activities; provided such work is non-compulsory, paid, subject to standard COUNTY employment policies and does not interfere with Students' regular academic responsibilities. Nothing in this provision shall be construed to allow Students participating in the Clinical Experience program to take the responsibility or position of qualified staff members for purposes of providing patient care.
- 6.6 Confidentiality of Medical Information. COUNTY and UNIVERSITY expressly agree to comply with all applicable requirements of the CMIA, the HITECH Act, HIPAA and any other federal, state and local laws and regulations that govern or pertain to the confidentiality, privacy, security and electronic transmissions of medical information.
- 6.7 Disclosure of Confidential Medical Information. COUNTY and UNIVERSITY expressly agree not to use or disclose any confidential medical information, other than as permitted by law.
- 6.8 Availability of Confidential Medical Information. COUNTY and UNIVERSITY expressly agree to make their internal practices, books and records relating to the use and disclosure of confidential medical information available to the Secretary of Health and Human Services to the extent required for determining compliance with HIPAA.
- 6.9 Confidentiality of Student Information. COUNTY and UNIVERSITY expressly agree to comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA") in their handling of Students' educational records. COUNTY and UNIVERSITY further agree not to use or disclose any confidential Student information, other than as permitted by FERPA. Any permitted redisclosure 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.
- 6.10 Conferences. Designees of both the COUNTY and UNIVERSITY shall arrange and attend annual conferences to discuss the planning, implementation and coordination of the Clinical Experience program.

7. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2028, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

8. TERMINATION:

- 8.1 General Termination. This Agreement may be terminated by either party for any reason upon six (6) months advance written notice of such intent to terminate. However, currently enrolled Students shall be permitted to complete any Clinical Experience program in which termination would otherwise occur.

8.2 Discontinuance of COUNTY Facilities. Nothing in this Agreement shall be construed to require COUNTY to continue operating any facility, in which the Clinical Experience program is implemented, solely for the purpose of maintaining the Clinical Experience program. If COUNTY decides to discontinue operation of any such facility, COUNTY, at its sole discretion, shall determine whether this Agreement shall be terminated. COUNTY shall provide UNIVERSITY 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 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.

UNIVERSITY:  
California State University, Chico  
Attn: Director of Procurement and  
Contract Services  
400 West First Street  
Chico, California 95929-0244

COUNTY:  
County of Humboldt  
DHHS – Public Health  
ATTN: Nursing Division  
908 7<sup>th</sup> Street  
Eureka, California 95501

10. REPORTS:

UNIVERSITY agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. UNIVERSITY 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. NUCLEAR FREE ORDINANCE:

UNIVERSITY certifies by signing below that it is not a Nuclear Weapons Contractor, in that UNIVERSITY 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. UNIVERSITY 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 UNIVERSITY becomes a Nuclear Weapons Contractor.

12. SUSPENSION AND DEBARMENT:

12.1 Legal Compliance. UNIVERSTIY hereby agrees to comply with any and all applicable local, state and federal suspension and debarment laws, regulations and standards, including, without limitation, 7 C.F.R. Part 3017, 45 C.F.R. Part 76, 40 C.F.R. Part 32 and 34 C.F.R. Part 85.

- 12.2 Certificate of Eligibility. By executing this Agreement, UNIVERSITY certifies, to the best of its knowledge and belief, that it and its principals, assignees and successors in interest:
- 12.2.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency.
  - 12.2.2 Have not, within a three (3) year period preceding the effective date of this Agreement, been convicted of, or had a civil judgment rendered against it, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract at the local, state or federal level; violation of local, state or federal antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or receiving stolen property.
  - 12.2.3 Are not presently indicted for, or otherwise criminally or civilly charged by a local, state or federal governmental entity with, commission of any of the offenses referenced herein.
  - 12.2.4 Have not, within a three (3) year period preceding the effective date of this Agreement, had one (1) or more public transactions with a local, state or federal entity terminated for cause or default.
  - 12.2.5 Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, debarred, suspended, declared ineligible or voluntarily excluded from participation in such transaction, unless specifically authorized to do so by DHCS.
- 12.3 Construction of Provision. The terms used herein shall have the meanings set forth in the definitions and coverage sections of the rules implementing Federal Executive Order 12549.
- 12.4 Effect of Non-Compliance. Failure to meet any of the requirements set forth herein shall constitute a material breach of this Agreement, upon which COUNTY may, in addition to any other available remedies, immediately suspend any and all payments due hereunder or terminate this Agreement as provided herein.
- 12.5 Incorporation of Provisions. UNIVERSITY hereby agrees to include the provisions contained herein, without substantial modification, in all lower tier covered transactions as well as all solicitations for lower tier covered transactions.

13. NONDISCRIMINATION COMPLIANCE:

- 13.1 Employment. In connection with the execution of this Agreement, UNIVERSITY shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical condition), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, veteran status or any

other classification protected by federal, state or local laws and regulations. Nothing in this provision shall be construed to require the employment of unqualified persons.

- 13.2 Delivery of Services. UNIVERSITY shall not discriminate in the provision of services because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical condition), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, veteran status or any other classification protected by federal, state or local laws and regulations.
- 13.3 Compliance with Anti-Discrimination Laws. UNIVERSITY further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, and all other applicable federal and state laws and regulations to ensure that employment practices and provision of services are non-discriminatory.

14. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, UNIVERSITY certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*) by doing all of the following:

- 14.1 Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- 14.2 Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355 (a)(2), a Drug-Free Awareness Program which informs employees about:
- 14.2.1 The dangers of drug abuse in the workplace;
  - 14.2.2 UNIVERSITY's policy of maintaining a drug-free workplace;
  - 14.2.3 Any available counseling, rehabilitation and employee assistance programs; and
  - 14.2.4 Penalties that may be imposed upon employees for drug abuse violations.
- 14.3 Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement shall:
- 14.3.1 Receive a copy of UNIVERSITY's Drug-Free Policy Statement; and
  - 14.3.2 Agree to abide by UNIVERSITY's Drug-Free Policy as a condition of employment.
- 14.4 Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

15. INDEMNIFICATION:

- 15.1 Indemnification of COUNTY. UNIVERSITY agrees to indemnify, defend and hold harmless COUNTY and its officers, officials, agents, employees and volunteers from and against all liabilities losses, claims, demands, damages, expenses and costs (including court costs and reasonable attorney's fees) of every nature arising out of or in connection with UNIVERSITY's performance of its rights and responsibilities hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. UNIVERSITY will not indemnify COUNTY for any claims associated with COUNTY's failure to conduct or verify criminal background checks pursuant to Section 4.10 above.
- 15.2 Indemnification of UNIVERSITY. COUNTY agrees to indemnify, defend and hold harmless UNIVERSITY and its affiliates, directors, trustees, officers, agents, and employees, against all liabilities, losses, claims, demands, damages, expenses and costs (including court costs and reasonable attorney's fees) of every nature arising out of or in connection with COUNTY's performance of its rights and responsibilities hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of UNIVERSITY.
- 15.3 Comparative Fault. Notwithstanding Sections 15.1 and 15.2 above, in the event that UNIVERSITY and COUNTY are both held to be negligently or willfully responsible, UNIVERSITY and COUNTY will bear their proportionate share of liability as determined in any such proceeding. Each party will bear their own costs and attorney fees in such case.

16. INSURANCE REQUIREMENTS:

- 16.1 UNIVERSITY Insurance. UNIVERSITY shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it, its students, and its employees against liability arising from any and all negligent acts or incidents caused by UNIVERSITY 's students and employees. Coverage under such professional liability insurance shall be no less than Two Million Dollars (\$2,000,000) for each claim and Four Million Dollars (\$4,000,000) in the aggregate and coverage under such general liability insurance shall be no less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance.
- 16.1.1 Workers' Compensation Workers' compensation benefits will not be extended to students/interns by UNIVERSITY.
- 16.1.2 Automobile/Motor Liability. UNIVERSITY will not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. As stated in Section 5.6 above, if student/intern choose to use their personal vehicles to conduct County business, they must confirm that they have obtained, at their own expense, and will maintain automobile liability insurance during the time they are enrolled in the Clinical Experience program. Students shall provide COUNTY with proof of such coverage at COUNTY's request.

16.1.3 Cancellation or Reduction. UNIVERSITY shall not cancel, non-renew or materially reduce in coverage the insurance policies required under Section 16.1 without thirty (30) days prior written notice being provided to COUNTY in accordance with the Notice provisions set forth under Section 9 above. It is further understood that UNIVERSITY shall not terminate such coverage until it provides COUNTY with proof satisfactory thereto that equal or better insurance has been secured and is in place.

16.1.4 Proof of Coverage. UNIVERSITY shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by COUNTY's Risk Manager or Humboldt County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY.

16.1.5 Waiver of Rights. UNIVERSITY waives all rights against COUNTY and its officers, agents, employees and volunteers for recovery of damages to the extent these damages are covered by the professional and commercial general liability insurance policy maintained pursuant to Section 16.1.

16.2 COUNTY Insurance. COUNTY shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in the amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than Two Million Dollars (\$2,000,000) for each occurrence and Four Million Dollars (\$4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. COUNTY shall also maintain and provide evidence of worker's compensation and disability coverage for each employee as required by law.

16.2.1 Workers' Compensation. COUNTY shall maintain Workers' Compensation Insurance, as required by the California Labor Code, and extend said coverage to include students/interns.

16.2.2 Cancellation or Reduction. COUNTY shall not cancel, non-renew or materially reduce in coverage the insurance policies required under Section 16.1 without thirty (30) days prior written notice being provided to COUNTY in accordance with the Notice provisions set forth under Section 9. It is further understood that COUNTY shall not terminate such coverage until it provides UNIVERSITY with proof satisfactory thereto that equal or better insurance has been secured and is in place.

16.2.3 Proof of Coverage. COUNTY shall furnish UNIVERSITY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by UNIVERSITY.

17. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors is not intended to, and shall not be construed to, create the relationship of agent, servant, employer, partnership, joint venture, or any other similar association between the parties. Both parties further agree that UNIVERSITY shall not be entitled to any benefits to which COUNTY employees are

entitled, including, but not limited to, overtime, retirement benefits, workers' compensation and injury leave or other leave benefits.

18. SEVERABILITY:

In the event that any provision of this Agreement be declared or found to be illegal, unenforceable, ineffective or void by any court of law, each party shall be relieved of any obligations arising from such provision; the balance of this Agreement, if capable of performance, shall remain in full force and effect.

19. ASSIGNMENT:

Neither party shall, voluntarily or by operation of law, delegate, assign or otherwise transfer its rights and/or obligations hereunder, either in whole or in part, without the other party's prior written consent. Any purported assignments in violation of this section shall be void and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements, contracts or other arrangements usually or customarily entered into by either party to obtain or arrange for supplies, technical support or professional services.

20. 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 assigns.

21. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement 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.

22. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

23. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

24. ADVERTISING AND MEDIA RELEASE:

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

25. INFORMATION TECHNOLOGY ASSURANCES:

UNIVERSITY hereby agrees to take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by UNIVERSITY at COUNTY's facilities pursuant to this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

26. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or 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. INTERPRETATION:

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

28. INDEPENDENT CONSTRUCTION:

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

29. 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 between 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.

30. 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.

31. 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 (1) 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.

32. 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.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter indicated.

**CALIFORNIA STATE UNIVERSITY, CHICO**

By: Amber Marquiss  
Name: Amber Marquiss  
Title: Procurement Specialist

Date: 02/06/2026

By: Jessica Westbay  
Name: Jessica Westbay  
Title: Director, Procurement & Contract Services

Date: 02/06/2026

**COUNTY OF HUMBOLDT**

By: \_\_\_\_\_  
Name: Sofia Pereira  
Title: Public Health Director  
*(Pursuant to the authority delegated  
by the Humboldt County Board of  
Supervisors on \_\_\_\_\_.  
[Agenda Item \_\_\_\_\_])*

Date: \_\_\_\_\_

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_  
Risk Management

Date: 2/10/2026